UNIVERSITEIT VAN AMSTERDAM

Juridische Zaken

Spui 21
1012 WX Amsterdam
Postbus 19268
1000 GG Amsterdam
www.uva.nl

[redacted]

Tevens per e-mail:
[redacted]

Datum	Telefoon	Uw kenmerk
28 februari 2024	020 525 4778	-
E-mail	**Bijlage**	**Ons kenmerk**
jz-woo@uva.nl	-	2024-020368

Onderwerp
Deelbesluit 2

Geachte mevrouw [redacted]

1. Verzoek

Bij schrijven van 26 april 2023 heeft u met beroep op de Wet open overheid (Woo) verzocht om openbaarmaking van – kort samengevat – *"betrekkingen of samenwerkingen van welke aard dan ook tussen uw universiteit en de externe partijen in bijlage 1* (bijgevoegd)*, inclusief hun dochterondernemingen, in de periode van 12 december 2015 (Parijsakkoord) tot en met 31 december 2022.* U heeft daarbij aangegeven dat u openbaarmaking wenst van *"alle documenten en correspondentie (waaronder e-mails en brieven, maar geen SMS of Whatsapp berichten) inclusief alle concepten, gewisselde documenten over afspraken en resultaten; verslaglegging van gesprekken, woordvoering en externe communicatie inzake de totstandkoming, voortgang, verlenging en evaluatie van de samenwerking of betrekking".*

Bij schrijven van 10 mei 2023, met kenmerk 2023cu0286, is de ontvangst van uw verzoek bevestigd en bent u verzocht uw verzoek te specificeren. U heeft uw verzoek bij schrijven d.d. 23 mei 2023 gespecificeerd, waarbij u heeft aangegeven dat het u gaat om:

I. Memoranda van Overeenstemming (MoU's);
II. Opdrachtgeverschap door externe partijen voor werkzaamheden verricht door academici van Universiteit van Amsterdam, of over onderzoeksprojecten waaraan een externe partij heeft bijgedragen (in valuta of in natura);
III. door externe partijen gefinancierde leerstoelen;
IV. nevenfuncties of advieswerkzaamheden van medewerkers van de UvA bij een externe partij;
V. de verstrekking van prijzen of beurzen aan studenten of onderzoekers van externe partijen;
VI. subsidieaanvragen aan externe partijen.

Gelet op de omvang van uw verzoek heeft er meerdere malen telefonisch contact met u plaatsgevonden teneinde de afhandeling te bespreken en u in te lichten over de stand van zaken alsmede de te volgen (zienswijze-) procedure. Bij e-mailbericht d.d. 3 juli 2023 heeft u aangegeven akkoord te gaan met de afhandeling van het verzoek middels deelbesluiten, waarbij punten 1, 2 en 4 van de door u gegeven specificatie prioriteit hebben.

Ons kenmerk

2024-020368

Bij e-mailbericht van 13 oktober 2023 bent u geïnformeerd dat de zienswijzeprocedure nog niet was afgerond.

Bij e-mailbericht van 23 oktober 2023 heeft u het College van Bestuur (hierna: het College) in gebreke gesteld ten aanzien van de gehele afhandeling van het verzoek. Bij besluit van 8 november 2023, met kenmerk 2023-113381 is beslist op onderdelen I, IV en V. U hebt op 9 november 2023 beroep ingediend wegens niet tijdig beslissen. U heeft tegen het besluit d.d. 8 november 2023, op 18 december 2023 pro forma bezwaar ingediend. Bij uitspraak d.d. 15 februari 2024 heeft de rechtbank Amsterdam uw beroep wegens niet tijdig beslissen gegrond verklaard, en het College opgedragen alsnog uiterlijk 29 februari 2024 op de overige onderdelen van uw verzoek te beslissen.

Middels dit besluit wordt derhalve beslist op onderdelen II, III en VI van uw verzoek.

2. Wettelijk kader

In artikel 2.1 van de Woo is bepaald dat onder publieke informatie wordt verstaan: informatie neergelegd in documenten die berusten bij een orgaan, persoon of college als bedoeld in artikel 2.2, eerste lid, of informatie die krachtens artikel 2.3 door een bestuursorgaan kan worden gevorderd.

Ingevolge artikel 4.1, eerste lid van de Woo kan een ieder een verzoek om publieke informatie richten tot een bestuursorgaan of een onder verantwoordelijkheid van een bestuursorgaan werkzame instelling, dienst of bedrijf. In het laatste geval beslist het verantwoordelijke bestuursorgaan op het verzoek.

Artikel 4.2a van de Woo bepaalt dat indien een voldoende gespecificeerd verzoek zodanig omvangrijk is dat niet binnen de termijn van artikel 4.4, eerste lid, kan worden beslist, het bestuursorgaan voor het einde van die termijn in overleg treedt met de verzoeker over de prioritering van de afhandeling van het verzoek. Het bestuursorgaan verstrekt de gevraagde documenten zo veel mogelijk in de door de verzoeker gewenste volgorde.

In artikel 4, vijfde lid, van de Woo is voorts bepaald dat indien het bestuursorgaan heeft besloten informatie te verstrekken, de informatie tegelijk met de bekendmaking van het besluit wordt verstrekt, tenzij naar verwachting een belanghebbende bezwaar daartegen heeft, in welk geval de informatie wordt verstrekt twee weken nadat de beslissing is bekendgemaakt. Indien wordt verzocht om een voorlopige voorziening als bedoeld in artikel 8:81 van de Algemene wet bestuursrecht, wordt de openbaarmaking opgeschort totdat de voorzieningenrechter uitspraak heeft gedaan of het verzoek is ingetrokken.

In artikel 5.1, tweede lid, aanhef en onder b, van de Woo is, voor zover hier van belang, bepaald dat het openbaar maken van informatie achterwege blijft voor zover het belang daarvan niet opweegt tegen de economische of financiële belangen van de Staat, andere publiekrechtelijke lichamen of bestuursorganen.

Ingevolge artikel 5.1, tweede lid, aanhef en onder e, van de Woo blijft het openbaar maken van informatie achterwege voor zover het belang daarvan niet opweegt tegen het belang van de eerbiediging van de persoonlijke levenssfeer.

Ingevolge artikel 5.1, tweede lid, aanhef en onder f, van de Woo blijft het openbaar maken van informatie achterwege voor zover het belang daarvan niet opweegt tegen het belang van de bescherming van andere dan in het eerste lid, onderdeel c (van dit artikel), genoemde concurrentiegevoelige bedrijfs- en fabricagegegevens.

3. Zoekslag

Er is onderzoek gedaan naar aanwezige documenten bij verschillende faculteiten en op centraal niveau.

4. Overwegingen

De Woo kent als hoofdregel dat publieke informatie openbaar is, tenzij er zwaarwegende redenen zijn die zich verzetten tegen openbaarmaking. De uitzonderingsgronden en beperkingen op deze regel zijn in artikel 5.1 en artikel 5.2 van de Woo neergelegd. Dit deelbesluit ziet op uw verzoek om openbaarmaking van documenten met betrekking van opdrachtgeverschap en onderzoeksprojecten waaraan een in bijlage 1 genoemde externe partij heeft bijgedragen. Deze beslissing ziet tevens op het verzoek om openbaarmaking van documenten met betrekking tot gesponsorde leerstoelen in de periode van 1 januari 2015 tot 31 december 2022, voor zover gesponsord door een van de bijlage 1 genoemde partijen, en subsidieaanvragen aan externe partijen (voor zover deze verband houden met het voorgaande en *Fossil Fuels*).

II. Opdrachtgeverschap door de externe partijen zoals genoemd in bijlage 1 van het verzoek

U heeft ten aanzien van dit onderdeel van uw verzoek gespecificeerd dat het u gaat om onder meer de overeenkomsten, projectomschrijvingen, begrotingen, tijdlijnen, tussenrapportages en eindrapportages, verslagleggingen van gesprekken, eventuele resultaten en octrooien en correspondentie over (publicatie van) resultaten, embargo en censuur, intellectueel eigendom, aanpassingen aan de projecten en woordvoering.

Er zijn meerdere documenten aangetroffen die aan dit onderdeel van uw verzoek voldoen, deze worden deels openbaargemaakt.

Universiteiten zijn deels afhankelijk van derde geldstromen, het genereren van inkomsten uit onderzoeksverbanden en samenwerkingen met derden, vaak private partijen. Als het College bedrijfsgevoelige informatie van opdrachtgevers openbaar zou maken, zoals het onderzoeksplan en specifiek afgesproken contractsbepalingen, zou dit tot gevolg kunnen hebben dat deze derden niet meer met de UvA willen samenwerken en het betreffende onderzoek elders zullen onderbrengen, bijvoorbeeld middels private onderzoeksinitiatieven of bij niet-openbare universiteiten, waarbij er geen vrees bestaat dat de betreffende informatie en projectplannen middels de Woo openbaar dienen te worden gemaakt. Derden stemmen bovendien mogelijk hun onderhandelingspositie af op de openbaargemaakte gegevens, waardoor de economische en financiële belangen van de UvA en de betrokken bedrijven kunnen worden geschaad. Gelet hierop worden enkel totaalbedragen openbaar gemaakt.

Voorts geldt ten aanzien van de project- en onderzoeksplannen bovendien dat deze dusdanige concurrentiegevoelige informatie bevatten dat openbaarmaking hiervan zowel de financiële belangen van de UvA als de financiële belangen van de betrokken derden zal schaden. Wanneer de specifieke onderzoeken en onderzoeksmethoden openbaar worden gemaakt, kunnen anderen hiermee hun voordeel doen. Men kan immers uit die informatie destilleren hoe een bepaald onderzoek wordt uitgevoerd en op welke gebieden de betrokken partijen de onderzoeksresultaten wensen in te zetten dan wel wat voor strategische stappen deze bedrijven de komende jaren wensen te zetten. Wanneer

anderen dusdanige specifieke kennis hebben van de strategie van de betreffende bedrijven en het specifieke onderzoek verzwakt dit de concurrentiepositie van de UvA en de betrokken derden aanzienlijk. Voorts geldt bovendien dat openbaarmaking van de onderzoeksplannen het onderzoek van promovendi/wetenschappers kan schaden, met alle (financiële) gevolgen van dien.

Voor zover uw verzoek ziet op wetenschappelijke gegevens en onderzoeksresultaten geldt dat deze informatie volgens vaste jurisprudentie geen betrekking heeft op de bestuursvoering van de universiteit. Onderzoeksresultaten en wetenschappelijke gegevens betreffen derhalve geen publieke informatie zoals bedoeld in de Woo. Dit geldt in ieder geval voor (tussentijdse aanpassingen aan) projectomschrijvingen, resultaten, tussen- en eindrapportages, verslagen van gesprekken voor zover deze betrekking hadden op het betreffende onderzoek en onderzoeksresultaten, correspondentie over wetenschappelijke resultaten en aanpassingen aan projecten.

Voorts geldt dat onderzoeksresultaten over het algemeen worden gepubliceerd en wanneer dit niet het geval is, het mogelijk is dat de betreffende resultaten zouden kunnen leiden tot een patent c.q. anderszins bescherming genieten als intellectueel eigendom en daarmee potentieel tot inkomsten voor de UvA. Gelet op het voorgaande dient openbaarmaking van deze gegevens op grond van artikel 5.1, eerste lid, aanhef en onder b van de Woo te worden geweigerd.

In alle documenten die (deels) openbaar worden gemaakt zijn de persoons- en contactgegevens, handtekeningen en rekeningnummers weggelakt voor zover dit gegevens betreffen van personen die vanuit hun functie niet in de openbaarheid treden. Door openbaarmaking van deze gegevens wordt de persoonlijke levenssfeer van de betreffende personen aangetast. Ten aanzien van deze gegevens dient het belang van de eerbiediging van de persoonlijke levenssfeer zwaarder te wegen dan het belang van de openbaarheid. Om die reden worden de betreffende gegevens niet openbaar gemaakt. Bovendien maakt het weglaten van bovengenoemde gegevens niet dat de verstrekte informatie inhoudelijk anders of onleesbaar wordt, terwijl openbaarmaking van deze gegevens zou leiden tot een onevenredige inbreuk op de persoonlijke levenssfeer van betrokkenen, nu deze personen verder geen publieke functie uitoefenen. Handtekeningen van personen die vanuit hun functie in de openbaarheid treden zijn eveneens weggelakt, nu de combinatie van (digitale) handtekening en naam gemakkelijk tot misbruik ervan zou kunnen leiden.

Voorts zijn uit de documenten alle (financiële) gegevens weggelakt die kunnen leiden tot inzicht in de omvang of duur van een aanstelling of benoeming, en inzicht in of berekening van de salariëring of het uurtarief van de betrokken personen of derden. Het is vaste jurisprudentie dat salarisgegevens onder de bescherming van de persoonlijke levenssfeer vallen, zie onder meer ECLI:NL:RVS:2014:3559.

De overeenkomsten zijn voor een deel standaardovereenkomsten. Voor zover deze overeenkomsten bepalingen bevatten die afwijken van de standaard, wordt openbaarmaking van deze bepalingen geweigerd nu het belang van de bescherming van concurrentiegevoelige bedrijfs- en fabricagegegevens zwaarder dient te wegen dan het belang van de openbaarheid. Indien de betreffende gegevens openbaar worden gemaakt is niet ondenkbaar dat andere partijen, i.c. andere universiteiten of concurrenten van de betreffende partijen, de informatie zullen gebruiken om hun onderhandelingspositie richting de contractspartijen en/of derden te versterken. Hetgeen eerder is opgemerkt ten aanzien van de weigering tot het openbaar maken van specifieke bepalingen uit de overeenkomsten en de betreffende onderzoeksgegevens geldt hier eveneens. Voornoemde gegevens geven immers inzicht in de bedrijfsvoering en strategie van de betrokkenen. Wanneer anderen inzicht krijgen in deze gevoelige bedrijfsinformatie kan dit leiden tot een aanzienlijke financiële schade, nu dit de concurrentiepositie van deze derden kan versterken, en de concurrentiepositie van

betrokkenen juist verzwakt. Openbaarmaking van voornoemde informatie wordt mede gelet op artikel 5.1, tweede lid, aanhef en onder f van de Woo, geweigerd.

III. Door externe partijen gefinancierde leerstoelen

Er zijn geen leerstoelen gefinancierd door de in bijlage 1 opgenomen partijen. Gelet hierop zijn er geen documenten aanwezig die aan uw verzoek voldoen. Dit onderdeel van uw verzoek wordt afgewezen.

VI. Subsidieaanvragen aan externe partijen.

Voor wat betreft uw verzoek tot openbaarmaking van subsidieaanvragen aan externe partijen die verband houden met door onderzoeken waarbij de in bijlage 1 genoemde partijen betrokken zijn geldt dat, voor zover een subsidie zou zijn toegekend, de betreffende informatie reeds op de websites van de betreffende organen zijn terug te vinden.[1] In uw specificatie heeft u aangegeven dat u openbaarmaking wenst van de betreffende aanvragen en de correspondentie hieromtrent. Subsidieaanvragen (voor zover hiervan al sprake zou zijn) worden niet openbaargemaakt, gelet op hetgeen onder II. is overwogen. Bovendien blijkt uit de overeenkomsten welke (deels) openbaar worden gemaakt, de betrokkenheid van TNO en NWO bij de betreffende onderzoeken en de door NWO toegekende subsidies (als bijlagen bij de overeenkomsten).

5. Uitgestelde openbaarmaking

Laatstelijk bij e-mailbericht d.d. van 13 oktober 2023 bent u geïnformeerd over de zienswijzeprocedure. Eén of meer van de betrokkenen zou mogelijk bezwaar kunnen hebben tegen openbaarmaking van de documenten. Derhalve zullen wij, op grond van artikel 4.4, vijfde lid van de Woo, de documenten twee weken na dagtekening van dit besluit verstrekken, zodat de belanghebbende(n) de mogelijkheid wordt geboden om een rechtsmiddel aan te wenden.

6. Deelbesluiten

Middels dit deelbesluit, in samenhang met deelbesluit 1, is op uw gehele verzoek d.d. 26 april 2023 beslist.

[1] Zoeken | NWO

Ons kenmerk

2024-020368

7. Besluit

Het College van Bestuur besluit:
1. Uw verzoek om openbaarmaking voor zover het onderdeel II betreft, toe te wijzen met inachtneming van artikel 5.1 van de Woo;
2. Uw verzoek voor zover het de onderdelen III en VI betreft, af te wijzen;
3. De betreffende documenten twee weken na datum van dit besluit, openbaar te maken.

Hoogachtend,
het College van Bestuur,

[redacted]

prof. dr. Geert T.M. ten Dam,
voorzitter

Tegen deze beslissing kunt u binnen 6 weken na verzending van deze beslissing bezwaar instellen bij het College van Bestuur van de Universiteit van Amsterdam, t.a.v. Juridische Zaken, Postbus 19268, 1000 GG Amsterdam. Uw bezwaarschrift dient ondertekend te zijn en bevat ten minste uw naam, adres, datum, gronden van het bezwaar en een omschrijving van het besluit waartegen het bezwaar zich richt of een afschrift van het besluit waartegen het bezwaar zich richt.

BIJLAGE 1: AMOLF

CONSORTIUM AGREEMENT JSP3

PARTIES:

(1) **The Netherlands Organisation for Scientific Research (NWO),** having its office in Utrecht, at Van Vollenhovenlaan 659 (3527 JP), the Netherlands, hereinafter referred to as "NWO"; legally represented by , director NWO Science.

(2) **Technische Universiteit Eindhoven,** having its office at Groene Loper 5 (5612 AE) Eindhoven, the Netherlands, hereinafter referred to as "TU/e"; legally represented by , president;

(3) **Technische Universiteit Delft**, having its offices at Stevinweg 1 (2628 CN) Delft, the Netherlands, hereinafter referred to as "TUD"; legally represented by , Rector Magnificus;

(4) **AMOLF,** having its office at Science Park 104 (1098 XG) Amsterdam, the Netherlands, hereinafter referred to as "AMOLF", legally represented by , Institute Manager;

(5) **University of Amsterdam, Institute of Physics,** having its office at Science Park 904 (1098 XH) Amsterdam, the Netherlands, hereinafter referred to as "UvA", legally represented by director Institute of Physics;

(6) **Shell Global Solutions international BV,** having its office at Kessler Park 1 (2288 GS), Rijswijk, the Netherlands, hereinafter referred to as "Shell"; legally represented by , ETC Manager

(7) **Eternal Sun Group,** having its office Wolga 11 (2491 BK), The Hague, the Netherlands, hereinafter referred to as "ESG"; legally represented by , CTO;

(8) **Stichting Energieonderzoek Centrum Nederland (Energy Research Centre of the Netherlands)**, a Dutch foundation whose registered office is at Westerduinweg 3 (1755 LE), Petten, the Netherlands, hereinafter referred to as "ECN"; legally represented by COO Executive Board;

(9) **Exasun B.V.,** having its office at Laan van Ypenburg 122 (2497 GC) The Hague, the Netherlands, hereinafter referred to as "Exasun" legally represented by , CEO.

(10) **Levitech B.V.** having its office at Versterkerstraat 10, 1322AP Almere, the Netherlands, hereinafter referred to as "Levitech"; legally represented by , CEO;

(11) **Tempress Systems B.V.**, having its office at Radeweg 31 (8171 MD) Vaassen, the Netherlands, hereinafter referred to as "Tempress"; legally represented by , General Manager.

Shell, ESG, ECN, Exasun, Levitech and Tempress together hereinafter referred to as the "Private Partners".

TU/e, TUD, AMOLF, UvA, together hereinafter referred to as the "Knowledge Institutes".

Knowledge Institutes and Private Partners together referred to as "Programme Partners" or "Partners".

Parties 1 through 11 are collectively referred to as "Parties" or individually as "Party".

WHEREAS:

The Programme Partners are interested in a research study on the subject of 'Towards high-efficiency hybrid tandem solar cells', as further detailed in the Programme Proposal as included in Appendix A (“the Programme”);

The Programme shall be executed in separate Projects performed by universities that have been selected for funding;

The Parties wish to set forth in this Agreement the specific terms and conditions for the execution of the Programme;

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The words and phrases below shall have the following meanings:

Affiliated Entity	means any legal entity that is under the direct or indirect control of a Programme Partner, or under the same direct or indirect control as the Programme Partner, control taking any of the following forms: a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; b) the direct or indirect holding, in fact or in law, of decision-making; In relation to Shell Affiliate shall mean (i) Royal Dutch Shell plc (“RDS”) and any company or other legal entity other than Shell, which, at the time in question, is directly or indirectly controlled by RDS; and (ii) any company or other legal entity which, at the time in question, is being managed or operated by Shell Global Solutions International B.V., or a company as defined in (i) above; or to which Shell Global Solutions International B.V., or a company defined in (i) above, is providing services under a construction, operating or technical services agreement on a cost sharing basis.
Agreement	this consortium agreement and all its Appendices;
Appendix	appendix to this Agreement;
Background	means all IPR, information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored), which are not publicly available when disclosed under this Agreement and that is not generated or conceived within this Research provided by a Party to another Party within the Research, with the exception of the Results. Each Party has identified in an exhaustive manner in Appendix C the Background that is contributed to this Programme for the purpose of carrying out the research.
Commercial Use	Commercial exploitation of the Results aimed at generating income, such as by the sale of products or services incorporating

	the Results. For the avoidance of doubt, Commercial Use does not include performing research using the Results.
Confidential Information	means all information, in whatever form or mode of transmission, which is disclosed by one of the Parties (the “Disclosing Party”) to any other Party (the ”Receiving Party”) for the purpose of executing the research after signing the Agreement (i) in case of information disclosed in documentary or other tangible form, by labelling same as “confidential”, or (ii) when disclosed in intangible form, such as orally or visually, by confirming the same in writing as “confidential” within fourteen (14) calendar days from disclosure;
Contributions	the in kind or in cash contributions of the Programme Partners as set out in the itemised budget contained in Appendix D;
Dissemination	means the disclosure of Foreground by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of Foreground in any medium;
Effective Date	The signing date by NWO, being the last Party to sign the Agreement
Fair and Reasonable Conditions	means terms and conditions resulting from negotiations between Partners, taking into account the specific circumstances, for example the actual or potential value of the relevant Foreground or Background and/or the scope, duration or other characteristics of the use envisaged;
Financial Contribution	monetary (in-cash) contribution by each Private Partner to NWO as set forth in Appendix D to this Agreement, in order to co-fund the Project
Foreground	means the Results, including information and know-how, whether or not they can be protected, which are generated in a Project. Such Results include rights related to copyright, design rights, patent rights, or similar forms of protection;
Grant	Grant to the Programme including the Financial Contribution, as approved by the Board of NWO Science, set forth in Appendix B to this Agreement.
In-kind Contribution	Any contribution other than a Financial Contribution, including, but not limited to contributions in the form of man hours, materials and (use of) equipment, as set forth in Appendix D to this Agreement. Rules for participation with an In-Kind Contribution are set forth in Appendix E to this Agreement.
IPR	means intellectual property rights, including industrial property rights, know-how, copyrights, neighboring rights and any similar right recognized from time to time in jurisdiction, together with all rights of action in relation to the infringement of any of the above.
Official	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone

	acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
Option	the right to acquire an exclusive or non-exclusive right to use and exploit the Results or acquire ownership, generated in a Project or the Programme to which a Partner contributes in a Field.
Progress Report	means a report on the progress of the Programme. Progress Reports include progress in terms of costs and man-hours for each Programme Partner;
Project	a part of the Research that is described in the Programme Proposal:
Programme Proposal	the document identifying the budget, organisation, objectives, milestones, time schedule and methodology of the Programme in Appendix A;
Programme Committee	the representatives nominated by each of the Partners, pursuant to Article 4 of this Agreement, in order to supervise the carrying out of the Programme;
Programme Leader	the leader of the Research as described in the Programme Proposal;
Project Leader	the researcher who supervises a Project as described in the Programme Proposal;
Public Information	means all information, in whatever form or mode of transmission, which is not marked as Confidential Information;
Research	the research Programme under this Agreement which is collectively funded by the Partners, described in more detail in the Programme Proposal;
Results	shall mean all inventions, information, materials, methods, processes, products, programs, software, findings and discoveries that is generated or conceived in a Project, and IPR thereto.
Software	means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression;
Steering Committee	final decision-making body with delegates from NWO and all in-cash funding Private Partners;
Third Party or Third Parties	means a company (companies), institute (institutes) or (non-governmental) organization (organizations) that is (are) not an Affiliated Entity nor a Party;

Use Outside The Project	means the direct or indirect utilization in activities other than implementation of this Programme.

2. PURPOSE AND SCOPE

2.1. The Research shall be undertaken by the Partners in accordance with the Programme Proposal, this Agreement and the terms of the Grant.

2.2. In case of any inconsistency between the terms and conditions of the aforementioned documents, the order of precedence in case of conflict or for the sake of interpretation shall be as follows:

1. the terms of the Grant;
2. this Agreement
3. the appendices to this Agreement.

3. PROGRAMME PROPOSAL AND RESPONSIBILITIES OF THE PARTNERS

3.1. The purpose and scope of the Programme as well as the cooperation and division of the work of the Programme between the Programme Partners including the precise value and share of each of the Programme Partners in the Programme and the deliverables and time schedule, is outlined in detail in the Programme Proposal.

3.2. General principles

3.2.1. Each Programme Partner undertakes to use reasonable efforts to take part in the efficient implementation of Programme and to cooperate, perform and fulfil, promptly and in time, all of its obligations under this Agreement as may be reasonably required. Furthermore, each Programme Partner agrees to carry out its part of the work as described in the Programme Proposal with professional care and diligence and to produce such deliverables as agreed in the Agreement.

3.2.2. Each Programme Partner undertakes to notify promptly any significant information, fact, problem or delay of which that Programme Partner becomes aware and which is likely to affect the Programme.

3.2.3. Each Programme Partner undertakes to use reasonable efforts to enable the Programme Leader and the Programme Committee to carry out its tasks. Each Programme Partner shall promptly provide all information reasonably required by the Programme Leader or the Programme Committee to carry out its tasks.

3.3. Breach

3.3.1. In the event the Steering Committee or a Programme Partner identifies a breach by a Programme Partner of its obligations under this Agreement, the Steering Committee will give written notice to such Programme Partner requiring that such breach be remedied within a reasonable period.

3.3.2. Upon prior approval of the Steering Committee the Programme Partner may for its own account request a Third Party to remedy the breach, which approval will not unreasonably be withheld or delayed. The Steering Committee may attach specific conditions to the approval.

3.3.3. If a breach is substantial and is not remedied in time or is not capable of remedy, the Steering Committee may decide to declare the Programme Partner a "Defaulting Programme Partner" and to decide on the consequences thereof which may include termination of its participation by written notice to the Defaulting Programme Partner without any legal proceedings. Such consequences will include proposals and actions aimed at minimizing the effects of the breach and repayment of payments received by the Defaulting Programme Partner. Such consequences may not include punitive measures of any kind.

3.3.4. For the avoidance of doubt, each Programme Partner also has the right to claim for specific performance of any obligation of any Defaulting Programme Partner resulting from this Agreement, allowing the Defaulting Programme Partner a reasonable period to remedy the breach and provided that the Programme Partner claiming specific performance was reasonably affected by the breach. In case the breach is not remedied in time, the claiming Programme Partner may cure or have cured the breach for the account of the Defaulting Programme Partner.

4. PROGRAMME MANAGEMENT

4.1. On behalf of NWO, [redacted] will act as the contact person. He will be the first point of contact for the Steering Committee, Programme Committee and the Project Leaders involved. He will act as secretary in both the Programme Committee and the Steering Committee.

4.2. The Programme Committee shall be responsible for monitoring and evaluating the progress of the various aspects within the Research (scientific, knowledge transfer, IP issues, budget and staffing). The Programme Committee shall submit proposals for major substantive and financial changes to the Steering Committee. The Programme Committee shall consist of the Programme Leader, Project Leaders, one representative from each Private Partner, and the secretary.

4.3. The Programme Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Programme Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Programme Committee, the respective decision will be taken by a majority of votes. The secretary shall have an advisory role in the meetings of the Programme Committee and has no voting right. Should the voting lead to a tie of votes (50-50%), then the decision will be made by the Steering Committee following the procedure described in Article 4.5.

4.4. The Programme Committee will meet on a regular basis. Minutes of the meetings of the Programme Committee shall be drafted by the secretary and transmitted to the Partners without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Partners if, within 14 days from receipt, no Programme Partner has objected in writing to the Programme Leader. The Programme Leader will collect progress reports from the Partners as required under this Agreement and the terms of the Grant.

4.5. The Steering Committee is responsible for overall vision and mission of the programme, for making available the committed cash contributions, and for approving adaptations (if any) to the Programme and/or Programme financing. The Programme Committee will make a proposal for any adaptations required to the Steering Committee. The Programme Leader will have a strong advisory role in the Steering Committee, but will have no vote. The Steering Committee shall only meet if one or more of the Partners see(s) reason for it to do so. Meetings may be held in person or by any communication means. In-cash contributing Partners are represented in the Steering Committee by one (L) representative. At the start of the Research, the Steering Committee shall consist of the following members:

[redacted], Shell, member;
[redacted], NWO head Strategic Partnerships, member;
[redacted], Programme Leader, guest (no vote);
[redacted], NWO programme coordinator, secretary (no vote).

4.6. The Steering Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Steering Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Steering Committee, the issue shall be submitted to the higher tier directors of the Partners. If they are unable to resolve the matter to the general satisfaction of the Partners, Article 17 shall apply.

4.7. The Programme Leader reports to NWO.

4.8. The Programme Leader will:

a) be the primary contact for NWO;
b) be responsible for the day-to-day management of the Programme;
c) chair the meetings of the Programme Committee;
d) will arrange for the (financial) administration of the Programme as required under terms of the Grant;
e) be responsible for implementing decisions taken by the Programme Committee or Steering Committee; and
f) monitor the progress of the Programme with respect to milestones and deliverables as described in the Programme Proposal.

4.9. In case the Programme Leader or one of the other Partners in the Project is assigned to receive subsidy payments and to pass payments to the other Partners, the Programme Partner receiving the subsidy payment will forward the payments to the other Partners within twenty one (21) calendar days after receipt of a subsidy payment from the granting authority. Each Programme Partner will provide in writing its bank account information.

4.10. A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision may exercise a veto with respect to the corresponding decision or relevant part of the decision.

5. DURATION

5.1. This Agreement shall be effective as of the Effective Date.

5.2. This Agreement shall remain in full force until the date of termination or the date of conclusion of the Programme ("the Term") through a Grant closure decision, i.e. until the final settlement of the grant by NWO or terminated earlier in accordance with the provisions of Article 17. The provisions relating to definitions & interpretation, IPR and Confidential Information, for the time period mentioned therein, as well as those relating to liability, applicable law and settlement of disputes shall survive the expiration or termination of this Agreement.

6. LIABILITY and WARRANTIES

6.1. Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the Agreement, will be determined in accordance with applicable law.

6.2. No Party shall be liable to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act. For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Appendix A provided such damage was not caused by a wilful act or gross negligence.

7. ADDITION OF NEW PARTNERS

7.1. New Partners may join this Agreement as Programme Partner with the unanimous agreement of all Partners.

7.2. New Partners shall be bound by the terms of this Agreement and such other conditions as the Programme Committee and NWO may specify.

8. SUBCONTRACTING

A Programme Partner that enters into a subcontract or otherwise involves Third Parties in this Programme remains solely responsible for carrying out its relevant part of the Programme and for such Third Party's compliance with the provisions of this Agreement. It has to ensure that any Third Party is bound by the same confidentiality obligations as the Programme Partner and that the involvement of Third Parties does not affect the rights and obligations of the other Partners under this Agreement.

9. WITHDRAWALS

9.1. No Programme Partner may withdraw from the Programme without the prior unanimous consent of the Steering Committee.

9.2. In the event of withdrawal of a Programme Partner (the "Withdrawing Programme Partner"), the Steering Committee will make all reasonable attempts to reallocate the obligations and the remaining funding of the Withdrawing Programme Partner under this Agreement to another Partner or Third Party.

9.3. The Withdrawing Programme Partner shall not be entitled to recover any of its remaining costs incurred in connection with the Programme and shall comply with the following conditions:

9.3.1. rights granted to the other Partners in respect of the Withdrawing Programme Partner's Background and Foreground shall continue subject to the restrictions contained in this Agreement;

9.3.2. to the extent that exploitation of any other Programme Partner's Foreground is dependent on the Withdrawing Programme Partner's Background, then the Withdrawing Programme Partner shall, subject to any existing third party obligations, grant to the other Partners licence to such Background in accordance with this Agreement, unless otherwise agreed between Partners.

9.3.3. the Withdrawing Programme Partner shall grant to the other Partners a non-exclusive, royalty-free licence to use the Withdrawing Programme Partner's Foreground for the

purposes of carrying out the Project. Any exploitation or other use of such Withdrawing Partners Foreground will be dealt with in accordance with the terms of this Agreement;

9.3.4. all rights acquired by the Withdrawing Programme Partner to the Background and Foreground of the other Partners shall cease immediately other than in respect of the Withdrawing Programme Partner's interest in any jointly owned Foreground.

9.3.5. In the event that after the Effective Date any Third Party would acquire, directly or indirectly, the ownership or control over of a Programme Partner, the Steering Committee may decide to terminate this Agreement, with respect to such Programme Partner, the provision of Article 9.3.1 being correspondingly applicable to such Programme Partner. Such decision must be taken within 60 days from the date such change of control has been made public. If the other Partners would not agree unanimously to such termination, any Programme Partner may withdraw from the relevant Project Agreement without any liability to the other Partners within 60 days thereafter. In this case the provisions of Article 17 will apply correspondingly.

9.3.6. When TNO acquires, directly or indirectly, the ownership or control over ECN or in the event that TNO and ECN desire that all rights and obligations of ECN under this Agreement are assigned to TNO, the other Partners herewith agree to such transfer of ownership or control or to such assignment of the rights and obligations of ECN. ECN shall as of then become a Withdrawing Programme Partner automatically.

10. FUNDING, FINANCIAL MANAGEMENT AND FINANCIAL PROVISIONS

10.1. The financial arrangements for the Programme shall be set out in Appendix D and overseen by the Programme Committee.

10.2. Throughout the Term, each Private Partner shall pay to NWO the Financial Contribution set forth in Appendix D to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.

10.3. With respect to the invoicing referred to in Article 10.2, Private Partners will provide NWO with the information and, if applicable, purchase orders, as set forth in Appendix D to this Agreement.

10.4. The Financial Contribution mentioned in Appendix D includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

10.5. NWO shall apply the Financial Contributions to grant the Programme according to the Programme Proposal as set forth in Appendix A.

10.6. In case a Private Partner makes an In-Kind Contribution, as approved by NWO and as set forth in Appendix D, said Private Partner shall account for this In-Kind Contribution as set forth in Appendix E. If a Private Partner fails to account in such a way for (a part of) the In-Kind Contribution Partners will discuss and decide jointly about the consequences and/or solutions of the shortcoming, such as, but not limited to, alternatives to deliver the Contribution or withdrawal of that Private Partner from the Programme.

10.7. NWO will start the payment of the Grant to the Programme only after the Effective Date and after it has received a completed starting form (Startformulier, see granting letter (Appendix B). The Grant can only be used for costs made after the Effective Date. In case additional budget in the form of TKI allowance is applied for, the Grant (including the TKI allowance) can only be used for costs made after the application date for the TKI allowance; in such case, the Programme can thus start

only after this application date instead of the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant (including the TKI allowance) is for the risk and on the expenses of that Knowledge Institute.

10.8. Disbursements on behalf of the Programme budget are only possible until the Programme end date, unless

a) the approved budget includes a financial reservation to be paid after the Programme end date,

or

b) the Grant closure decision by NWO allows – on request of the Project Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision, provided (in both cases) that the commitment concerned has been made before the Programme end date.

10.9. The Programme Leader will prepare and submit to the Programme Committee an up to date financial status report of the Programme on a bi-annual basis.

11. FUNDAMENTALS AND ETHICS

11.1. Business ethics and conflicts of interest

Each Party shall uphold the highest standards of business ethics in the performance of this Agreement and shall require its directors, officers, employees, consultants, agents and contractors to conduct themselves in accordance with principles of integrity, fairness and transparency when performing this Agreement.

11.2. Conflict of interest and corrupt practices

Each Party shall avoid any conflict of interest between its own interests and the interests of the other Partners in dealing with organisations or individuals doing or seeking to do business in connection with this Agreement.

11.3. No Party will, directly or indirectly, receive from or give or offer to give anything of material value to any other Party, its University, employee or other persons, including Officials, in connection with this Agreement, other than specifically stated in the Project Proposal. A Party will promptly notify the other Partners of any violation of this clause.

11.4. Unless explicitly agreed otherwise in writing, none of the Partners is entitled to act or make legally binding declarations on behalf of any of the other Partners. Nothing in this Agreement shall be deemed to constitute a joint venture, agency or any other kind of formal business grouping or entity between the Partners.

11.5. Health, Safety, Environment & Security

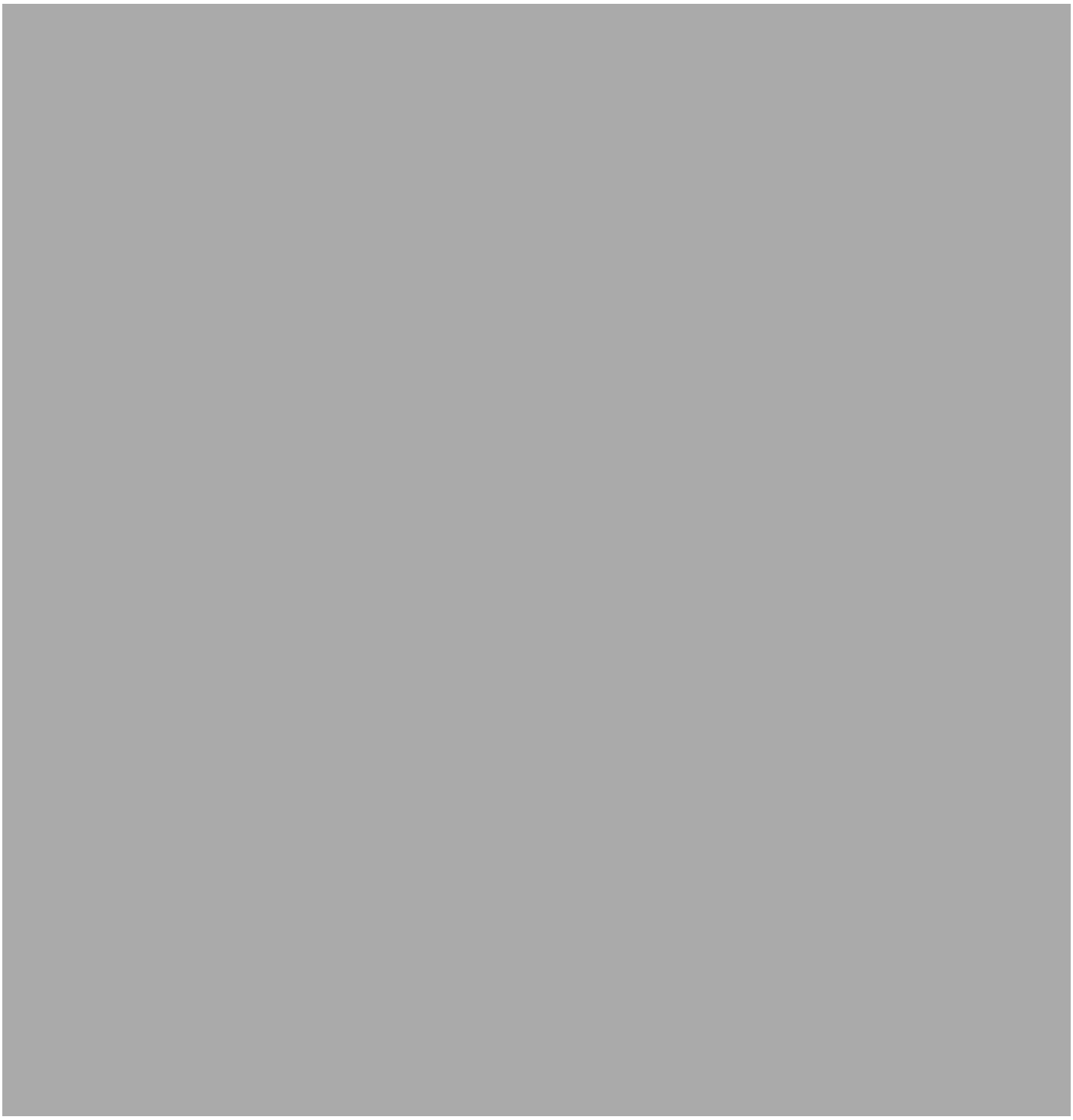
The Partners shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules (Appendix F).

- Whenever Parties' personnel are on a worksite of another Party they shall behave in a manner which is consistent with the rules of that Party. Whenever Parties are on a Shell worksite they shall behave in a manner which is consistent with Shell 's requirements for the management of health, safety, security, and the environment set forth herein as well as

any related rules, procedures or codes of practice in force at the relevant worksite. The Parties shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules.

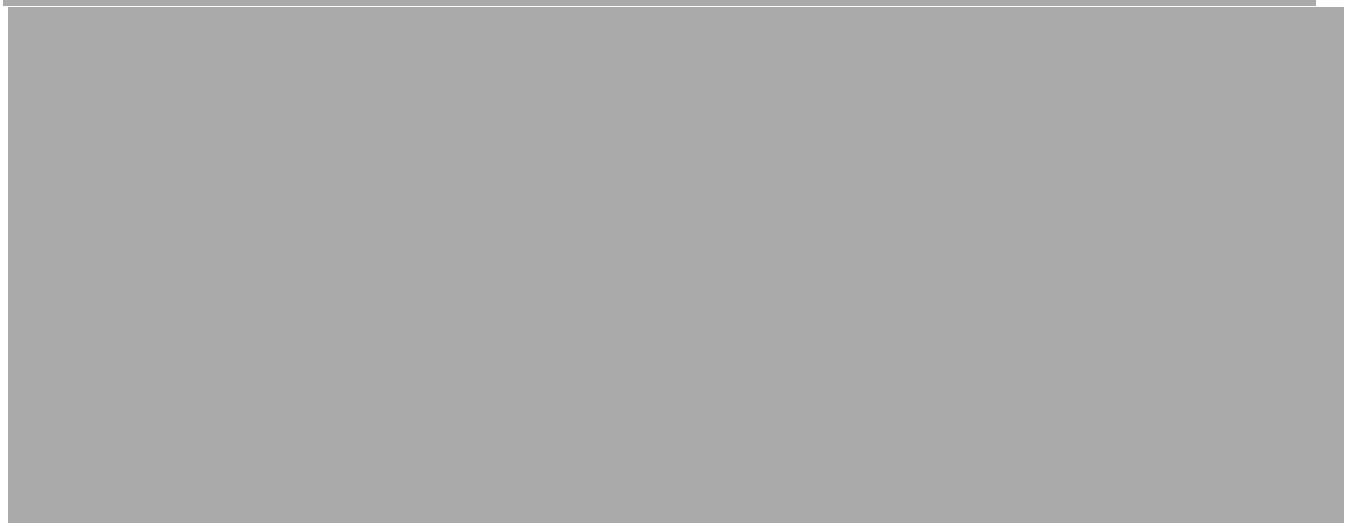
- Each Party confirms having received a copy of Shell's Life Saving Rules (or alternatively, has taken notice of the Life Saving Rules at http://www.shell.com/home/content/environment_society/safety/culture/).
- Each Party is solely responsible for determining the nature and scope of the health, safety, security and environmental risks associated with the work of the Party and its personnel in connection with the Agreement. Each Party assumes all responsibility and liability for such risks. Each Party and its personnel shall perform the scope without interfering with the operations of Shell or Affiliates of Shell or of any other Parties at the worksite.

12. BACKGROUND



13. FOREGROUND





14. USER RIGHTS AND/OR TRANSFER OF OWNERSHIP OF FOREGROUND





15. NON-DISCLOSURE AND DISCLOSURE OF INFORMATION AND DISSEMINATION OF FOREGROUND

One of the main objectives of the Programme is to generate and disseminate new knowledge. Only Public Information may be disclosed to Third Parties without any restriction and Foreground may only be disseminated, if Partners' rights regarding ownership, transfer of ownership and access rights are respected and the classification of such Foreground has been taken into account.

Before disclosing any Confidential Information to any Receiving Party, the Disclosing Party shall inform the Receiving Party's primary point of contact as mentioned in Article 21 of the nature of such information. The Receiving Party, acting in good faith, shall be entitled to refuse to receive such Confidential Information (for example, to avoid contamination of the Receiving Party's and/or its Affiliates' existing know-how) and, to the extent that the Disclosing Party does disclose Confidential Information to the Receiving Party after the Receiving Party has indicated that it does not wish to receive such information, the Receiving Party and its Affiliates shall (in the absence of further written agreement) be entitled to regard such information as non-confidential and be free to use and disclose it entirely as they see fit and for any purpose.

15.1. Non-Disclosure of Confidential Information

For Confidential Information the Receiving Parties hereby undertake for a period expiring five [5] years after the completion of the Project, unless otherwise decided by the Partners involved:

a) to preserve the confidentiality of all Confidential Information;

b) not to use Confidential Information otherwise than for the purpose for which it was disclosed;

c) to use such Confidential Information only for the implementation of the Project unless otherwise agreed with the Disclosing Party;

d) not to disclose Confidential Information to a Third Party without the prior written consent of the Disclosing Party;

e) to ensure that internal distribution of Confidential Information by a Receiving Party shall take place on a strict need-to-know basis; and

f) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Receiving Party including all copies thereof and to delete all Confidential Information stored in a machine readable form. If needed for the recording of on-going obligations, the Receiving Party may however request to keep a copy for archival purposes only. Further, the Receiving Party is not obliged to return or delete routinely created back-up copies of electronic documents containing Confidential Information until the copies are deleted in the ordinary course of business.

15.2. Notwithstanding Article 15.1 sub d, a Receiving Party shall be allowed to disclose Confidential Information of the Disclosing Party to an Affiliated Entity of the Receiving Party and such Affiliated Entity shall be allowed to use such Confidential Information for the purpose for which it was disclosed provided such Affiliated Entity:

a) needs to know and use such Confidential Information in furtherance of completing work under the Project;

b) has been informed of the confidential nature of the Confidential Information in question; and

c) is bound by obligations no less stringent than those assumed hereunder.

15.3. The Receiving Party shall be responsible for the fulfilment of the above obligations on the part of its employees and shall ensure that its employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of their employment.

15.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Receiving Party can show that:

a) the Confidential Information is or has become publicly available by means other than a breach of the Receiving Party's confidentiality obligations;

b) the Disclosing Party subsequently informs the Receiving Party that the Confidential Information is no longer confidential;

c) the Confidential Information is communicated to the Receiving Party without any obligation of confidence by a Third Party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

d) the Confidential Information, at any time, was developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party; or

e) the Confidential Information was already known to the Receiving Party prior to disclosure.

15.5. The Receiving Party shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

15.6. After a Party becomes aware of unauthorised disclosure, misappropriation or misuse, that Party shall promptly advise the other Party or Partners in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information.

15.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

a) notify the Disclosing Party; and

b) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

15.8. Dissemination of Public Information

Each Programme Partner shall ensure that Public Information is disseminated as swiftly as possible.

15.9. Each Programme Partner undertakes to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree which includes its Foreground or Background. However, confidentiality and publication articles have to be respected.

16. PUBLICATION

16.1. Before any proposed publication in connection with or relating to the Programme each Programme Partner will ask prior permission of the other Partners in accordance with the following procedure.

16.2. A copy of any publication shall be sent to the other Partners at the earliest time possible. Any of the Partners may object to the publication within 30 days after receipt of a copy of the proposed publication on any of the following grounds: (i) that they consider that the protection of the objecting Programme Partner's Foreground and/or Background would be adversely affected by the proposed publication or (ii) that the proposed publication includes Confidential Information of the objecting Programme Partner.

16.3. The proposed publication shall not take place until the expiry of the above period of 30 days. In the absence of any written objection within the above mentioned period, it is deemed that the Partners agree to the proposed publication. In the event that an objection is raised on any of the above defined grounds within the above period of 30 days, the Programme Partner proposing the publication and the Programme Partner objecting shall seek in good faith to agree a solution on a timely basis whereby such objection is resolved and the scientific quality is maintained.

16.4. The Partners undertake to cooperate to allow the timely submission, examination, publication, defence of any dissertation or thesis for a degree.

16.5. The publication may be postponed for a maximum period of three (3) months, as from the date the request for publication was made, in order for the protection of IPR.

16.6. For the avoidance of doubt, this procedure shall be applicable regardless of the content of the proposed publication.

17. TERMINATION

17.1. In addition to the remedies contained in Article 9 (Withdrawals), in the event that any Programme Partner shall commit any breach of or default in any terms or conditions of this Agreement, the Programme Committee may decide by unanimous vote of the non-defaulting Partners to serve written notice of such breach or default on the Defaulting Programme Partner and in the event that such Programme Partner fails to remedy such default or breach within 30 days after receipt of such written notice any of the Partners may, at their option and in addition to any other remedies which they may have at law or equity, remove the Defaulting Programme Partner and continue with the Project. Any removal of the Defaulting Programme Partner shall be reported to NWO.

17.2. If any Programme Partner (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Programme Partner's winding-up or dissolution; or makes an administration order in relation to that Programme Partner; or if any Programme Partner (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Programme Partner; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining members of the Programme Committee shall meet to suspend or terminate that Programme Partner's involvement in the Programme Committee and the Project. Any removal of the Defaulting Programme Partner shall be effective as of the date of the receipt of such notice whereupon the provisions of Article 9.3 shall apply to the defaulting Programme Partner.

17.3. In the event a Programme Partner is declared a Defaulting Programme Partner this Agreement will automatically be terminated towards this Programme Partner by written notice and without any legal proceedings.

17.4. In the event that it is agreed by all the Partners that there are no longer valid reasons for continuing the Programme, the Steering Committee may decide by unanimous vote to terminate the Programme.

18. BUSINESS PRINCIPLES; SUPPLIER PRINCIPLES; CODE OF CONDUCT

18.1. Each Party acknowledges that it has (a) received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at http://www.shell.com/sgbp) and the Shell Supplier Principles (or alternatively taken note of the Shell Supplier Principles at http://www.shell.com/suppliers) (collectively the "Business Principles"); (b) received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at http://www.shell.com/codeofconduct); and (c) been made aware of the Shell Global Helpline at http://www.shell.com/report_concerns/index.html. Each Party agrees that it will adhere to the principles contained in the Business Principles (or where other Parties have adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of Shell in connection with the Agreement and the business resulting therefrom. In the event that Shell or any of its Affiliated Entities supply staff that work on behalf of Shell or represent Shell, each Party commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct. Each Party will notify Shell immediately if it becomes aware of any behaviour by Shell staff, Parties or their Affiliated Entities which is, or may be, inconsistent with the Business Principles, the Shell Code of Conduct or, where the Party has adopted equivalent principles, their equivalent.

18.2. At Shell's request, a Partner will provide information to Shell as required to complete and fully respond to Shell's usual supplier questionnaires and due diligence to confirm compliance by Parties and their Affiliated Entities with Business Principles. As part of Shell's due diligence, Parties will grant Shell or its representative's reasonable access to Parties' facilities and sites which is necessary in order to review a Parties compliance with this Article 18.

19. COMPLIANCE WITH ANTI-BRIBERY LAWS; INTERNAL CONTROLS; TRADE CONTROL LAWS

19.1. Each Party represents and warrants that, in connection with the Agreement or the business resulting therefrom: (a) it is knowledgeable about anti-bribery laws applicable to the performance of the Agreement and will comply with all such laws; (b) neither it nor an Affiliated Entity have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.

19.2. Each Party undertakes to immediately notify other Parties if in connection with the Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage.

19.3. Shell confirms that its appointment of other Parties was expressly made on the basis that anti-bribery laws and the Business Principles would not be violated. Each Party acknowledges that the contents of the Agreement may be disclosed by Shell to Third Parties for the purposes of demonstrating compliance with this Article.

19.4. Each Party and its Affiliated Entities shall maintain adequate internal controls and procedures to assure compliance with anti-bribery laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

19.5. Each Party acknowledges that it is familiar with and will comply with all applicable trade control laws. Without prejudice to the foregoing, other Parties will provide Shell, in writing, with the relevant Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any dual-use or military items (i.e. goods, software, or technology) as well as Harmonized System Codes for any items provided pursuant to this purchase order. Unless otherwise agreed between the Parties, each Party shall be responsible for obtaining all necessary import and export licenses as required by applicable trade control laws for any goods, software, or technology provided by or on behalf of that Party pursuant to this purchase order. Where such licenses or authorizations are obtained, each Party shall provide Shell written notice of all applicable conditions, including but not limited to those restricting the further export, use or release of the goods, software or technology. Each Party, shall indemnify, defend, and hold harmless the other Parties, and Affiliated Entities from and against any and all losses, damages, costs (including legal fees), claims, expenses, fines and penalties incurred or suffered as a result of Party's non-compliance with trade control laws.

20. NON-ASSIGNMENT

This Agreement and any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Programme Partner other than to their respective Affiliated Entities, in whole or in part, without the express prior written consent of the other Programme Partners. Notwithstanding the former, ECN shall be entitled to assign all its rights and obligations under this Agreement to the Netherlands Organization for Applied Scientific Research TNO.

21. NOTICES

Any notice to be given under this Agreement shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to SHELL

Shell Global Solutions International BV

Address: Grasweg 31, 1031 HW, Amsterdam, NL

Email: [redacted]@shell.com

Attention:

if to the ETERNAL SUN GROUP

Eternal Sun Group

Address Wolga 11 (2491 BK), The Hague, the Netherlands

Email: @eternalsun.com

Attention:

if to the STICHTING ENERGIEONDERZOEK CENTRUM NEDERLAND (ECN)

Stichting Energieonderzoek Centrum Nederland

Address Westerduinweg 3, 1755 LE, Petten

Email: @ecn.nl

Attention:

if to EXASUN

Exasun BV

Address: Laan van Ypenburg 122, 2497 GC, The Hague

Email: xasun.com

Attention:

if to LEVITECH B.V.

Levitech

Address: Versterkerstraat 10, 1322AP Almere, The Netherlands

Email: @levitech.nl

Attention: Ernst Granneman

Email: levitech.nl

Attention:

if to TEMPRESS SYSTEMS B.V.

Tempress Systems B.V.

Address: Radeweg 31, 8171 MD VAASSEN

Email: [redacted]tempress.nl

Attention: [redacted], CTO

if to the TECHNISCHE UNIVERSITEIT DELFT (TUD)

Technische Universiteit Delft

Address: Mekelweg 4, 2628 CD Delft, the Netherlands

Email: [redacted]@tudelft.nl

Attention: [redacted]

if to the UNIVERSITY OF AMSTERDAM:

University of Amsterdam, Institute of Physics

Address: Science Park 904, 1098XH Amsterdam

[redacted]@uva.nl

Attention: [redacted]

Email: [redacted]@uva.nl

Attention: [redacted]

if to AMOLF

Science Park 104, 1098 XG Amsterdam

Email: [redacted]@amolf.[redacted]@amolf.nl

Attention: [redacted]

if to the TECHNISCHE UNIVERSITEIT EINDHOVEN (TU/e)

Technische Universiteit Eindhoven

Address: Groene Loper 5, 5612AE Eindhoven, The Netherlands

Email: [redacted]@tue.nl; [redacted]tue.nl

Attention:

For non-scientific matters:

Email: J @tue.nl

Attention:

if to NWO

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO)

Address: Van Vollenhovenlaan 659, 3527 JP Utrecht, The Netherlands

Email: @nwo.nl

Attention:

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

22. MISCELLANEOUS

22.1. No representation, partnership or agency

The Partners shall not be entitled to act or to make legally binding declarations on behalf of each other, unless explicitly stated in this Agreement. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Partners.

22.2. Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise, the name of any of the Partners or any of their logos or trademarks without their prior written approval.

22.3. Partners shall refrain from any action which might harm (the reputation of) the other Partners.

22.4. Headings

The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

22.5. Waiver of rights

If a Party fails to enforce, or delays in enforcing, an obligation of another Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this

Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

22.6. Entire Agreement

This Agreement and its Appendices constitute the entire agreement between the Partners relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this article does not exclude any liability which a Party may have to another (or any right which a Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

22.7. Applicable law

This Agreement shall be construed in accordance with and governed by the laws of The Netherlands.

22.8. Settlement of disputes

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, may be submitted to start a proceeding under the rules of arbitration of the Netherlands Arbitration Institute. The place of arbitration shall be The Hague if not otherwise agreed by the Partners. The award of the arbitration will be final and binding upon the Partners. However nothing in this Agreement shall limit the Partners' right to seek injunctive relief or to enforce summary proceedings by a competent court of law in the Netherlands.

EXECUTED by the Partners

For and on behalf of [PARTNER NAME] Universiteit van Amsterdam

Name:

Positio

SIGNE

TITUTE OF PHYSICS
Science Park 904
Postbus 94485
090 GL Amsterdam
The Netherlands

Date: 8/5/2017

Appendix A Programme Proposal

Reference: FOM-16.1945

Version: 2.0

Date: 31-1-2017

1. Title of the proposed FOM program Nr. FOM-16.1945

Towards high-efficiency hybrid tandem solar cells

2. Applicants and industrial partner(s)

Applicants:

n (program leader)
Delft University of Technology,

Delft University of Technology,

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

University of Amsterdam

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

Industrial partners:

Shell, Amsterdam

Tempress, Radeweg 31, 8171 MD Vaassen

Levitech BV, Versterkerstraat 10, 1322 AP Almere

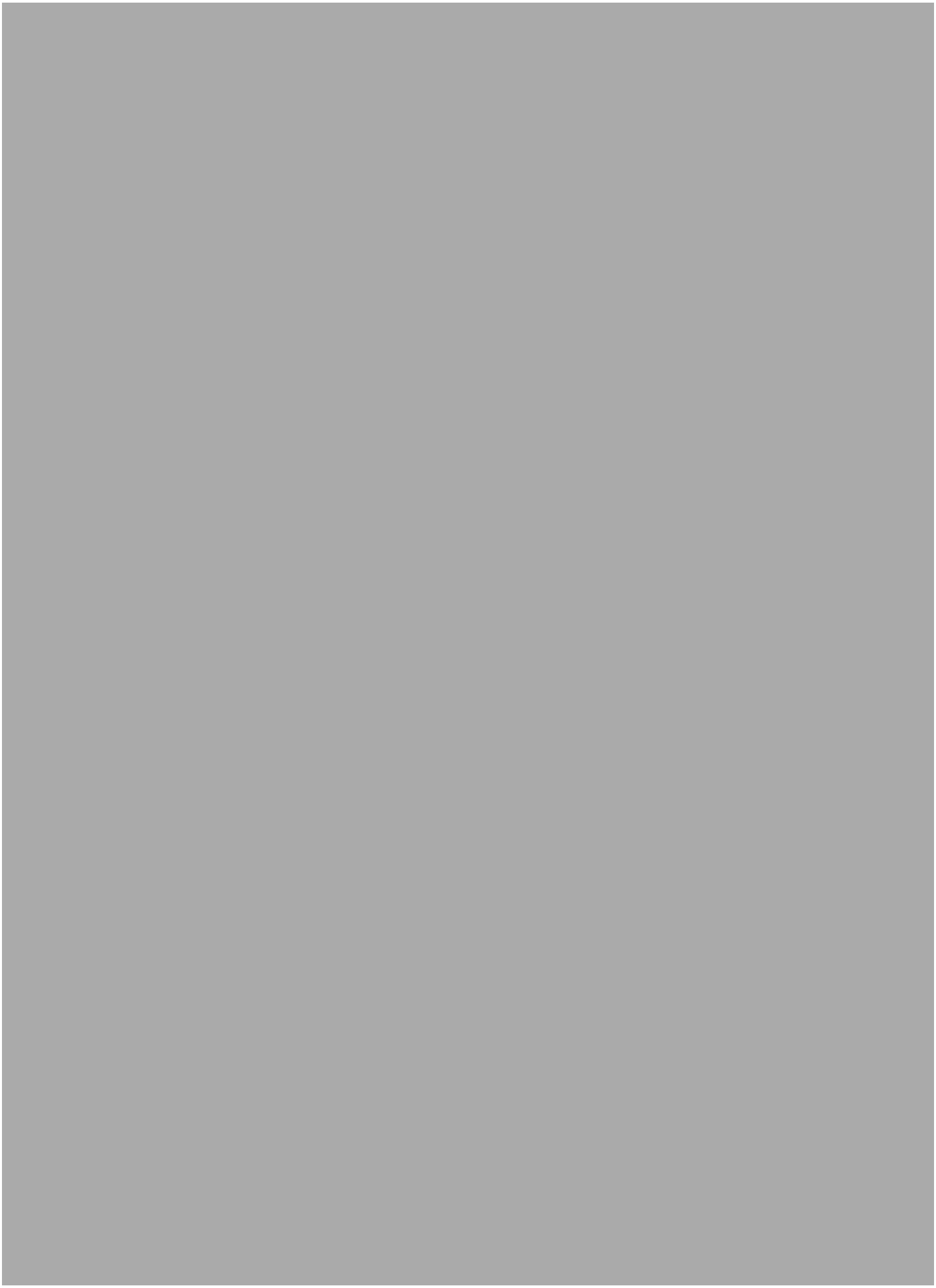
Exasun BV, Laan van Ypenburg 122, 2497GC Den Haag

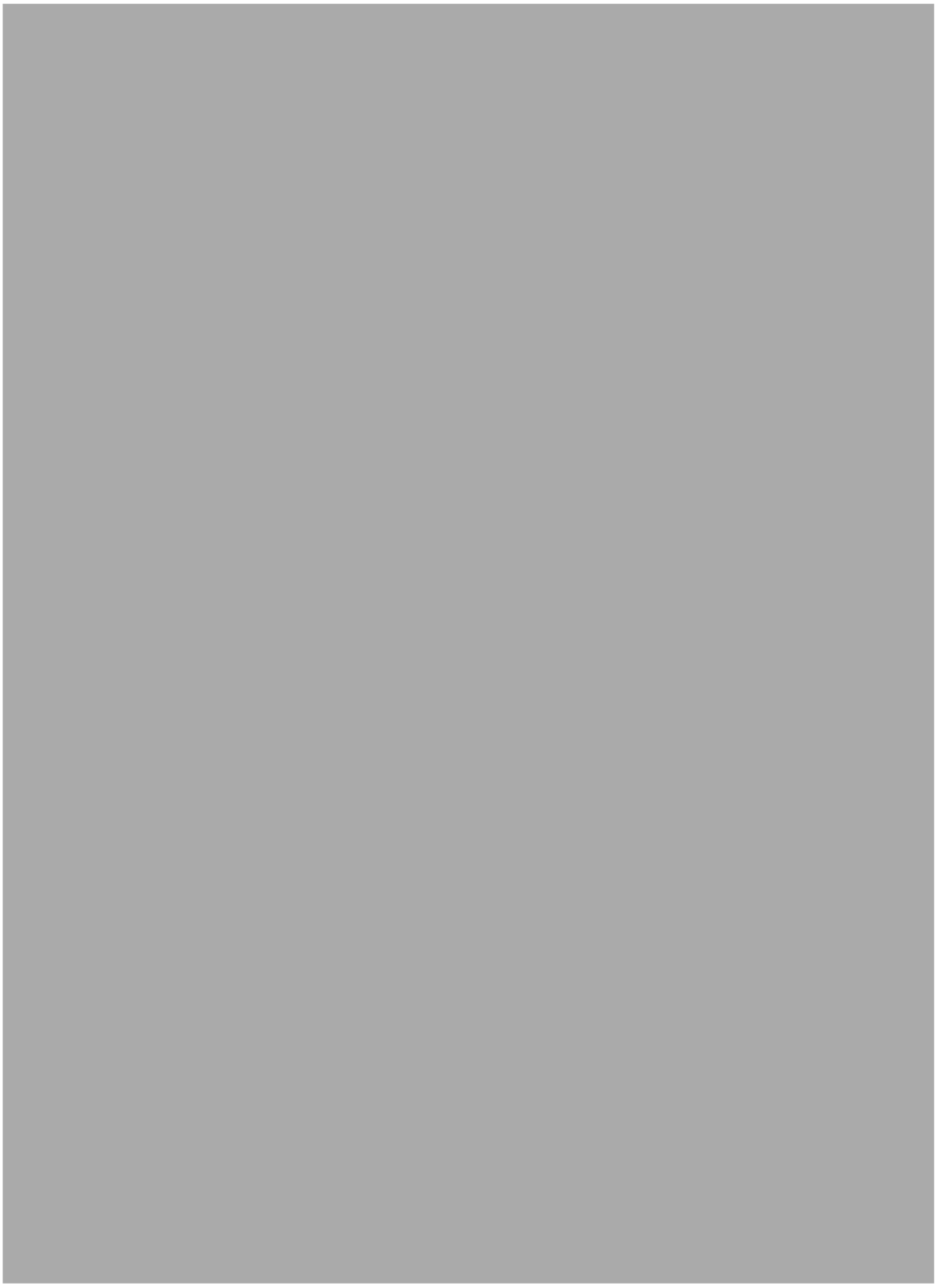
Eternal Sun Group, Wolga 11, 2491 BK Den Haag

ECN:

ECN Petten

ECN Solliance, Eindhoven









Appendix B the Grant

Appendix C Background list

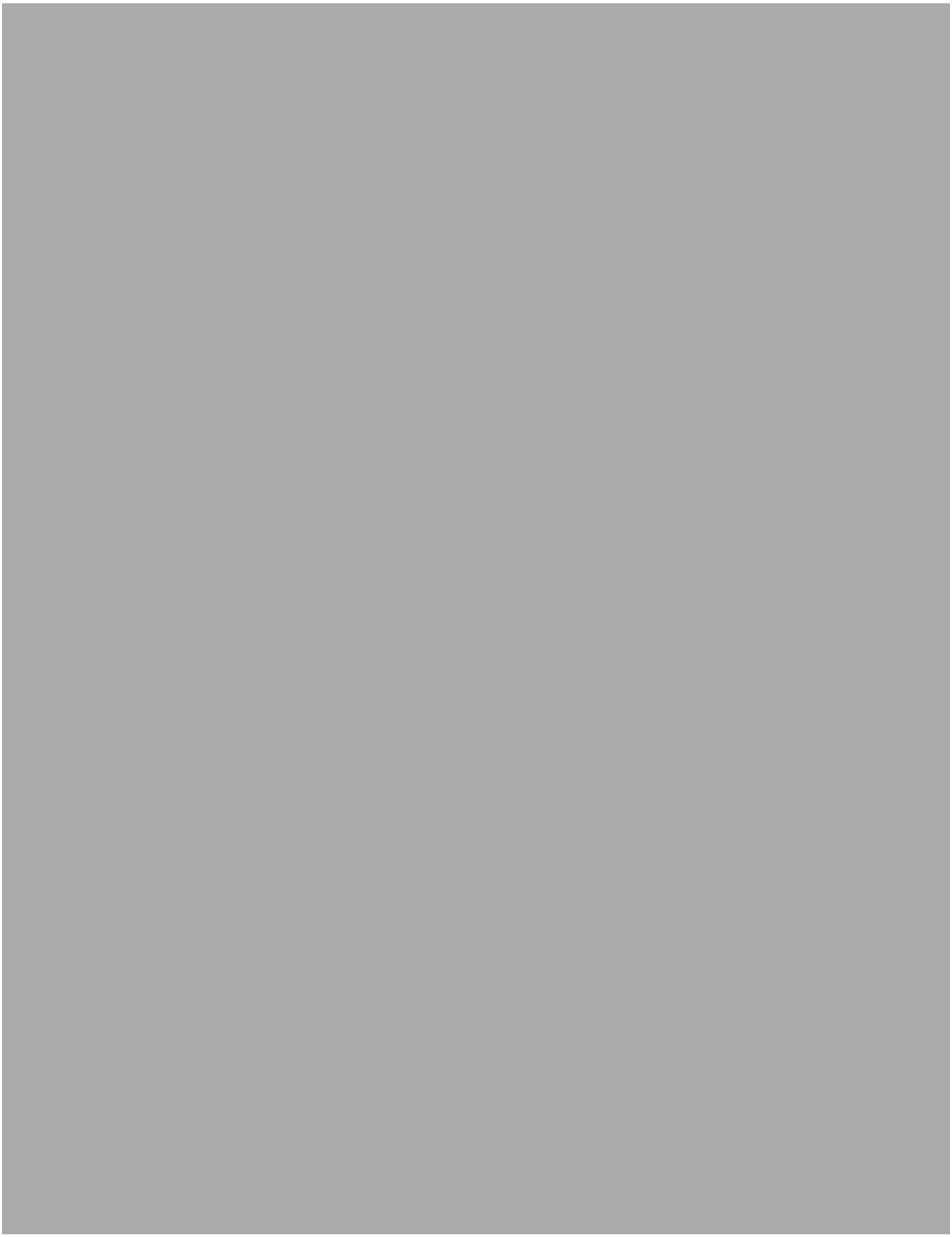
C1. Background included

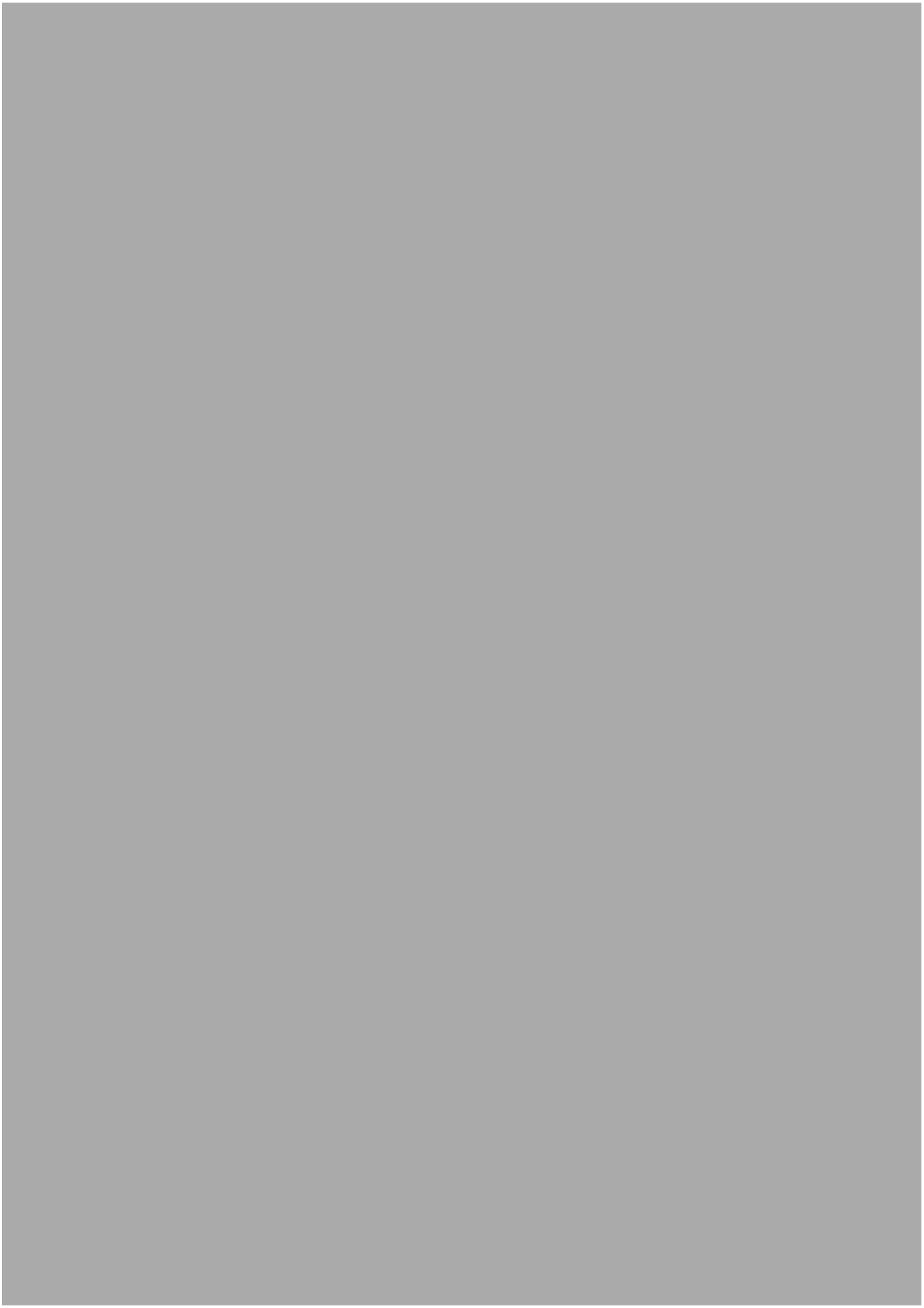
C2. Background excluded

In general:

- Background developed by employees not participating in the Project or Work Packages concerned;
- Background developed by employees participating in the Project but which is outside the scope of the Project;
- Background developed under the terms of any other agreement with other Partners;
- All know-how that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights
- All know-how related to existing patents and patent applications of the Partners (or any of its affiliates)

Appendix D Financial Arrangements







The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in five (5) equal parts. The first payment shall be remitted within sixty (60) days after the Effective date, as invoiced by NWO to the (respective) Private Partner(s).

The Private Partner(s) receive(s) invoices to remit its/their Financial Contributions that include its/their share in the program management and networking costs on the following dates:

- Effective date (in year 2017)
- 1st October 2018
- 1st October 2019
- 1st October 2020
- 1st October 2021.

Invoicing procedure

NWO will send to the Private Partners digital invoices. To this end, Private Partners will provide to NWO the following information:

- the purchase order
- the item number
- the requirements and procedures for invoicing, including the invoice submission address

Payment term for Shell will be 60 days.

For Private Partners that create (a) purchase order(s) or a vendor/client number, NWO provides the

following information:

The financial contribution is free of VAT

Address:

Netherlands Organisation for Scientific Research

Laan van Nieuw Oost-Indië 300

2593 CE The Hague

P.O. Box 93138

2509 AC The Hague, The Netherlands

www.nwo.nl



Email address to be used:

[redacted]@nwo.nl;

Appendix E Provisions for in-kind contributions

1. Permitted in-kind contributions

The following costs, directly attributable to the research project and incurred by the private party, may be contributed by private parties as in-kind contributions (see also provision 1):

a. Hours worked within the scope of the project:
   - wage costs, it being understood that these are based on an hourly wage, calculated on the basis of the annual wage at full employment according to the column «loon voor de loonbelasting» of the wage statement, plus the surcharges for social contributions payable by law or under individual contract or collective bargaining agreement, and based on 1650 productive hours per year. This amount may be increased with a surcharge for other general costs, subject to a maximum of 50% of the wage costs referred to above. The ensuing hourly rate to be attributed to the project, including said 50% surcharge for general costs, is capped at € 100. Contribution of costs for supervision or for project management is possible in the event of active participation of the intended supervisor or project manager in the research project (cf. under 1b).
b. Costs of material and resources to be used, based on the original purchase prices.
c. Use of equipment and machines
   - Costs associated with the purchase and use of machines and equipment, it being understood that these are based on the depreciation costs to be attributed to the project, calculated on the basis of the original purchase prices and a depreciation period of at least five years; costs of consumables and maintenance during the period of use.
   - Costs of purchase and use of machines and equipment that were not purchased solely for the project will only be considered project contributions pro rata based on the foregoing if there is a time log for each machine or for the equipment that conclusively establishes the operating hours.
   - In-kind contributions in the form of a discount on the regular purchase price in economic transactions (list price) of machines and equipment. The discount must be at least 25% of the list price. The costs charged to the project's equipment budget will then amount to the list price less said discount.

2. Accounting of in-kind contributions

Private parties must render account of their in-kind contributions to NWO by means of a statement of the contributed costs, to be provided to NWO within three months after the end of the research project to which the in-kind contribution was made. The application for approval of the in-kind contribution must be submitted simultaneously with the application for approval of the subsidy amount by the university partner(s), accompanied by a collective final report. If the in-kind contribution for which account must be rendered exceeds € 125,000, an auditor's report must be submitted; in other cases, a written statement by the holder or a power of attorney stating that the contributed in-kind efforts can actually be attributed to the project will suffice.

If the private party that committed itself to a research project with an in-kind contribution ultimately fails to make such in-kind contribution in full or in part, Article 10.6 applies.

Appendix F Shell Life Saving Rules

The safety of all those working for Shell is of great concern to us. Not following a safety rule is a significant contributory factor to past safety incidents involving Shell contractors. Most people consistently follow the safety rules but there is room for improvement.

As a potential supplier to Shell you and your people need to understand the Life-Saving Rules (high level details are below) and to ensure full compliance with them.

These Rules are not new but they ensure extra focus on 12 high-risk activities at work where we know that failure to comply has the highest potential for serious injury or death.

Complying with the Life-Saving Rules is vital for all Shell employees, and the employees of contractors and sub-contractors working for any Shell company.

Failure to comply will have serious consequences. Our approach will be that if someone chooses to break a Life-Saving Rule, they choose not to work for Shell. We will also apply this approach to supervisors who create or tolerate conditions for the breaking of the Rules.

The Life-Saving Rules will help protect everyone from harm and I look forward to your support in making our working environment a safer place.

7. Shell's 12 Life-Saving Rules

1: Work with a valid work permit where required





2: Conduct gas tests when required

3: Verify isolation before work begins and use the specified life protecting equipment





4: Obtain authorisation before entering a confined space

5: Obtain authorisation before overriding or disabling safety critical equipment





6: Protect yourself against a fall when working at height

7: Do not walk under a suspended load





8: Do not smoke outside designated smoking areas

9: No alcohol or drugs while working or driving





10. While driving, do not use your phone and do not exceed speed limits

11. Wear your seat belt





12: Follow prescribed Journey

BIJLAGE 2: DELFT

Finale versie 07122017

Netherlands Organisation for Scientific Research

CONSORTIUM AGREEMENT

IN THE FRAMEWORK OF THE NWO INDUSTRIAL PARTNERSHIP PROGRAMME "CONTROLLING MULTIPHASE FLOW" (NWO FILE NO. 680-91-012)

AN AGREEMENT made between

Stichting ISPT, having its office at Groen van Prinstererlaan 37, 3818 JN Amersfoort, the Netherlands, participating in this Programme on behalf of Shell Global Solutions International B.V., Unilever Research B.V. and Evodos B.V., hereinafter referred to as "ISPT";

(hereinafter referred to as the "Private Partner")

and

Wageningen University, department Agrotechnology and Food Sciences, having its office at Stippeneng 2, NL-6708 WE Wageningen, the Netherlands, hereafter referred to as "WUR";

University of Amsterdam, Institute of Physics,
having its office at Science Park 904, 1098 XH Amsterdam, the Netherlands, hereinafter referred to as "UvA";

Delft University of Technology, Department of Chemical Engineering,
having its office at Building 58, Van der Maasweg 9, 2629 HZ Delft, the Netherlands, hereinafter referred to as "TUD";

(together hereinafter referred to as the "Knowledge Institutes")

(together with the Private Partner referred to as "Programme Partners")

and

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO), DOMAIN SCIENCE, having its office at Laan van Nieuw Oost-Indië 300, 2593 CE, The Hague, the Netherlands, hereinafter referred to as "NWO";

(together with the Programme Partners hereinafter referred to as "the Parties")

RECITALS

1. Knowledge Institutes have submitted to NWO Domain Science (“ENW”) a Programme Description for an industrial partnership programme (“IPP”) entitled “Controlling Multiphase Flow”.
2. The Board of ENW has awarded a Grant to the Knowledge Institutes based on the Programme Description. The Programme Description is attached to this Agreement as **Appendix 1** and the Grant is attached as **Appendix 2**. The Grant is subject to the “NWO Subsidieregeling 2017” (**Appendix 3**).
3. Article 4:33, sub a, of the “Algemene wet bestuursrecht” states that the receiver of a grant may be obliged by the grant decision to cooperate with the conclusion of an additional agreement as meant in Article 4:36 of the “Algemene wet bestuursrecht” to arrange for essential issues on the execution of the Programme for which the grant is received.
4. Therefore, the Knowledge Institutes shall receive the Grant monies only after the signing of an agreement between the Private Partner, the Knowledge Institutes and NWO, in which they agree, amongst other things, on ownership of results and IP transfer.
5. The Parties wish to cooperate under the terms and conditions of this Programme Agreement and agree that these terms and conditions are very particular for the cooperation with ISPT and shall not be taken as a precedent.
6. ISPT aims at disseminating the knowledge generated in the Programme within the ISPT community.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Article 1 – Definitions

The following expressions shall have the meanings specified.

1.1 "Affiliate"

in relation to a Private Partner shall mean any other company which is controlled by, under common control with or controlling such Private Partner. For these purposes a company shall be deemed to have control of another company if it (directly or indirectly) owns 50% or more of the voting shares of that other company, or is entitled to (directly or indirectly) appoint a majority of the directors of the other company.

1.2 "Agreement"

This consortium agreement, including its appendices, concluded between the Parties, the signing of which is a prerequisite to start the Programme.

1.3 "Authorised Representative"

Authorised Representative means a director, officer, employee or consultant of the Receiving Party and/or an Affiliate thereof who has a "need to know" the Disclosing Party's Confidential Information with respect to achieving the goals of the Programme.

1.4 "Background Information"

In relation to a Programme Partner means any and all information and materials which are not publicly available when disclosed under this Agreement, as well as intellectual property rights pertaining to such information and materials that are

a) developed or obtained by the Programme Partner prior to the commencement of the Programme, or
b) developed or obtained by the Programme Partner subsequent to the commencement of the Programme, but independently of the Programme, or
c) acquired by the Programme Partner from a third party subsequent to the commencement of the Programme, in each case only when offered by the Programme Partner as potentially suitable for use by the Parties in pursuit of the Programme, but only in pursuit of the Programme.

1.5 "Board of NWO Domain Science"
Board of the Domain Science of the Netherlands Organisation for Scientific Research, or its lawful successor.

1.6 "Commercial Use"

Direct and/or indirect use of the Results aimed at generating income, such as (but not limited to) by the sale of products or services incorporating the Results, use of the Results in production of products or application of Results to achieve cost reductions.

1.7 "Confidential Information"
Confidential Information shall have the meaning as described in Article 7.1.

1.8 "Disclosing Party"
Disclosing Party shall have the meaning ascribed to it in Article 7.1

1.9 “Effective Date”

The signing date by NWO, being the last Party to sign the Agreement.

1.10 “Financial Contribution”

Monetary (In-Cash) contribution by the Private Partner to NWO as set forth in **Appendix 4** to this Agreement, in order to co-fund the Programme.

1.11 “FRAND”

Fair, reasonable and non-discriminatory terms.

1.12 “Grant”

Grant to the Programme including the Financial Contribution, as approved by the Board of NWO Chemical Sciences, set forth in **Appendix 2** to this Agreement.

1.13 “Programme”

The research to be executed by the Knowledge Institute(s) and the Private Partner as described in the Programme Description and as approved by the Board of NWO Domain Science.

1.14 “Programme Budget”

The entire budget consisting of Financial Contributions as provided in **Appendix 4**.

1.15 ”Programme Committee”

The committee consisting of representatives of the Programme Partners which supervises the execution of the Programme, as further detailed in Article 4;

1.16 ”Programme Description”

Description of the research to be executed in the Programme as set forth in **Appendix 1** to this Agreement.

1.17 “Programme End Date”
The ultimate date on which Programme activities can be executed.

1.18 "Programme Leader"

The leader of the Research as described in the Programme Description;

1.19 “Programme Partners” or “Programme Partner”

The Private Partners and the Knowledge Institute(s) jointly or each of these individually.

1.20 “Receiving Party”

Receiving Party shall have the meaning ascribed to it in Article 7.1

1.21 “Results”

All results, including but not limited to data, information, materials, conclusions and findings generated by the Programme Partners in carrying out activities under the Programme pursuant to this Agreement.

1.22 "Steering Committee"

Final decision-making body of the Programme, as further detailed in Article 4.

Article 2 – Cooperation under this Agreement

2.1 The Parties' cooperation under the Programme shall be subject to the terms and conditions of this Agreement unless explicitly otherwise provided or unless application of the provisions of this Agreement contravene with the European rules concerning state aid, or the "NWO Subsidieregeling 2017" (**Appendix 3** to this Agreement), in which case the latter two regulations shall prevail over this Agreement.

2.2 Each Party undertakes to take part in de efficient implementation of the Programme and to cooperate, perform and fulfil, promptly and on time all of its obligations as described in this Agreement as may be reasonably required from it and in a manner of good faith.

Article 3 – Funding

3.1 Throughout the Term, the Private Partner shall pay to NWO the Financial Contribution set forth in **Appendix 4** to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.

3.2 With respect to the invoicing referred to in Article 3.1, Private Partner(s) will provide NWO with the information and, if applicable, purchase orders, as set forth in **Appendix 4** to this Agreement.

3.3 The Financial Contribution mentioned in **Appendix 4** includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

3.4 NWO shall apply the Financial Contributions to grant the Programme according to the Programme Description as set forth in **Appendix 1**.

3.5 NWO will start the payment of the Grant to the Programme only after the Effective Date and after it has received a completed starting form (Startformulier, see granting letter (**Appendix 2**)). The Grant can only be used for costs made after the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant is for the risk and on the expenses of that Knowledge Institute.

3.6 Disbursements on behalf of the Programme Budget are only possible until the Programme End Date, unless

a) the approved budget includes a financial reservation to be paid after the Programme End Date,
or
b) the Grant closure decision by NWO allows – on request of the Programme Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision,

provided (in both cases) that the commitment concerned has been made before the Programme End Date.

Article 4 – Programme Organisation, Management and Progress Monitoring

4.1 The Parties shall set up a governance structure as described in the Programme Description, including a Programme Committee and a Steering Committee.

4. 2 The Programme Committee shall be responsible for monitoring and evaluating the progress of the various aspects within the Research (scientific, knowledge transfer, IP issues, budget and staffing). The Programme Committee shall submit proposals for major substantive and financial changes to the Steering Committee. The Programme

Committee shall consist of the Programme Leader , WUR), one representative of UvA and TUD one representative from Unilever Shell Evodos and the secretary (NWO). In addition, a representative of ISPT shall be included in the Programme Committee as a guest member without voting rights.

4.3. The Programme Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Programme Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Programme Committee, the respective decision will be taken by a majority of votes. The secretary shall have an advisory role in the meetings of the Programme Committee and has no voting right. Should the voting lead to a tie of votes (50-50%), then the decision will be made by the Steering Committee following the procedure described in Article 4.6.

4.4. The Programme Committee will meet on a regular basis. Minutes of the meetings of the Programme Committee shall be drafted by the secretary and transmitted to the Programme Partners without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Programme Partners if, within 14 days from receipt, no Programme Partner has objected in writing to the Programme Leader.

4.5. The Steering Committee is responsible for making available the committed cash contributions, and for approving substantive and financial adaptations (if any) to the Programme and/or Programme financing. The Programme Committee will make a proposal for any adaptations required to the Steering Committee. The Steering Committee shall only meet if one or more of the members of the Programme Committee see(s) reason for it to do so. Meetings may be held in person or by any communication means. In-cash contributing Private Partners, NWO and the Programme Leader are represented in the Steering Committee by one representative. At the start of the Programme, the Steering Committee shall consist of the following members:

(NWO, ENW),

(director ISPT),

, (Programme Leader WUR) (guest member, no vote),

(Vice President Discover at Unilever Research Vlaardingen),

(Shell),

(CEO Evodos).

NWO will also provide a secretary (no vote) to the Steering Committee.

4.6. The Steering Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Steering Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Steering Committee, the issue shall be submitted to the higher tier directors of the Programme Partners.

4.7. The Programme Leader will:

a) be the primary contact for NWO;

b) be responsible for the day-to-day management of the Programme;

c) chair the meetings of the Programme Committee;

d) will arrange for the (financial) administration of the Programme as required under terms of the Grant;

e) be responsible for implementing decisions taken by the Programme Committee or Steering Committee; and

f) monitor the progress of the Programme with respect to milestones and deliverables as described in the Programme Proposal.

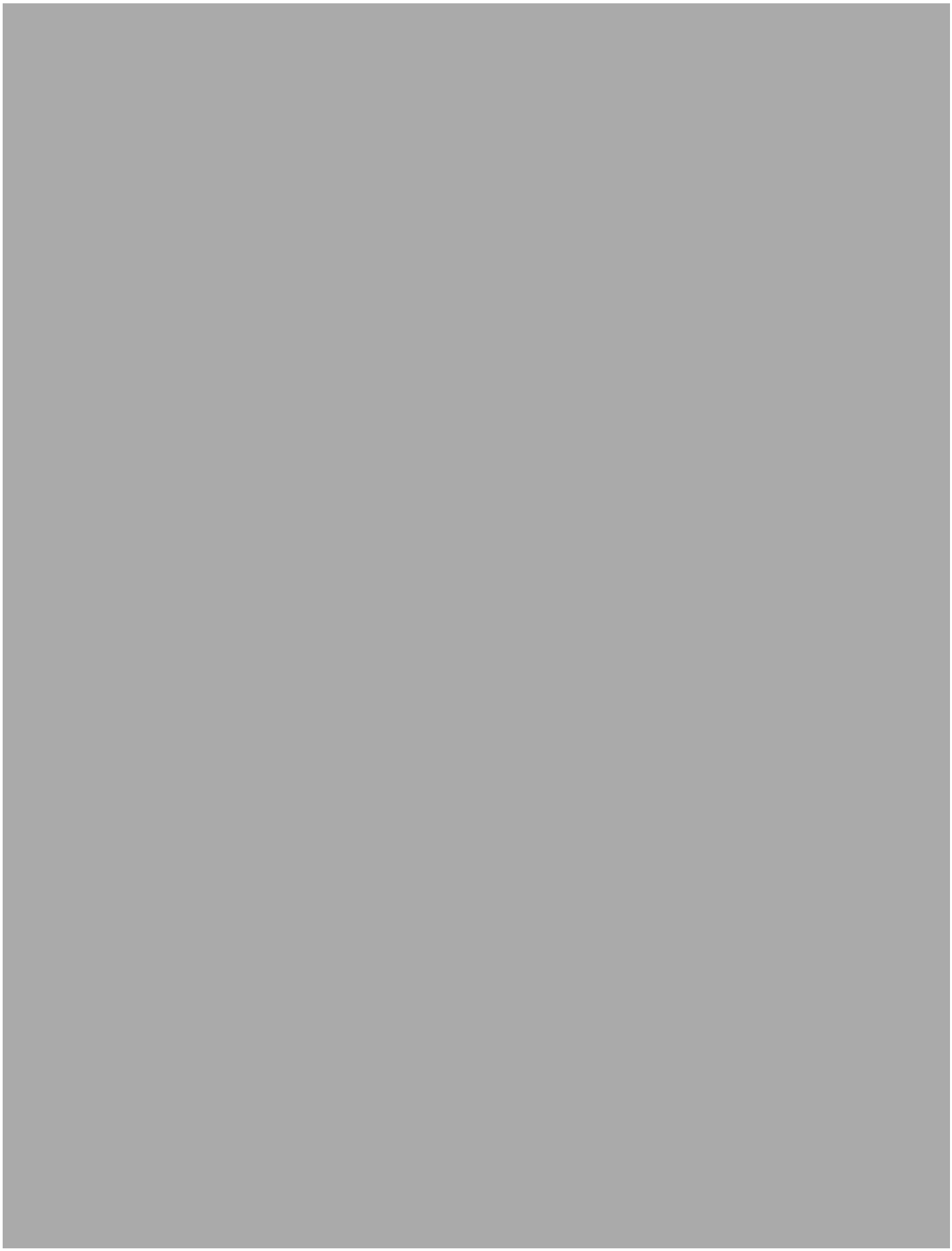
g) initiate the progress meetings, workshops, and coordinate visits and exchanges.

4.8. In case the Programme Leader or one of the other Programme Partners in the Programme is assigned to receive subsidy payments and to pass payments to the other Programme Partners, the Programme Partner receiving the subsidy payment will forward the payments to the other Programme Partners within twenty one (21) calendar days after receipt of a subsidy payment from the granting authority. Each Programme Partner will provide in writing its bank account information.

4.9 Programme Partners will regularly submit reports necessary to ISPT and NWO with regard to the TKI-allowance in accordance with the scheme given in Appendix 4.

4.10 In order to facilitate project management and handling knowledge dissemination, use will be made of the ISPT project management system, to which all Parties shall be granted access.

Article 5 – Intellectual Property



Article 6 – Payments of financial compensation and licence fees

6.1 Any financial compensation for or licence fee on user, access or ownership rights to the Results as agreed in this Agreement or to be negotiated in the course of the Programme, will be paid directly to the beneficial Party, unless otherwise agreed.

Article 7 – Confidentiality

7.1 The Disclosing Party shall use reasonable efforts to mark any Confidential Information that is disclosed in documentary or tangible form under this Agreement as follows: Confidential Information as used herein shall mean only that information, whether technical, commercial or economic, disclosed under this Agreement by a Party and/or its Affiliates (the "Disclosing Party") to another Party and/or its Affiliates (the "Receiving Party") in writing marked as "Disclosing Party [insert name of Party making the disclosure] Confidential Information". However, any failure to mark shall not affect the confidential status of Confidential Information if the information is confidential by nature. See Article 7.5 and 9.4 for the terms that are in force. For the avoidance of doubt, Confidential Information shall remain the sole property of the Disclosing Party providing it.

7.2 Receiving Party shall:

a. solely use the Confidential Information for the performance of its obligations under this Agreement;
b. not analyse or have analysed any of the samples delivered under this Agreement other than necessary for the performance of its obligations under this Agreement;
c. not divulge or make accessible any Confidential Information to any party other than the Authorised Representatives;
d. impose substantially the same obligations as defined hereinabove upon the Authorised Representatives;
e. inform the Disclosing Party by return to which Affiliates the Confidential Information will be divulged;
f. not apply for patents or any other rights in the field of industrial property covering any of the Confidential Information furnished to it.

The obligations of confidentiality and non-use shall not apply to:

a. information which the Receiving Party can prove to have been in its possession prior to the disclosure thereof by the Disclosing Party and which was not obtained directly or indirectly from the Disclosing Party;
b. information which the Receiving Party can prove that it either was part of the public domain through publication or otherwise before receipt of the same under this Agreement by the Disclosing Party, or thereafter becomes part of the public domain by publication or otherwise through no fault of the Receiving Party;
c. information which the Receiving Party can prove by documentary (including any digital media by which information can be preserved) evidence that it was received by it from a third party imposing no restriction as to disclosure and which did not acquire any such information directly or indirectly from the Disclosing Party.
d. information which the Receiving Party can prove by documentary (including any digital media by which information can be preserved) evidence was developed by employees of the Receiving Party or its Affiliates who are not directly or indirectly involved with this Agreement and did not have any access to Confidential Information.
e. information which is independently developed by Receiving Party without any use of or benefit from the Confidential Information and such independent development

can be documented by Receiving Party with written (including any digital media by which information can be preserved) records.

f. information which is required by law, judicial or arbitral process, regulatory authority or the rules of a recognized stock exchange to be disclosed, provided that, to the extent legally permissible, the Receiving Party gives the Disclosing Party prior notice of such requirement to disclose and a reasonable opportunity to obtain a protective order and the Receiving Party takes the necessary steps to minimize the extent of disclosure.

7.3 Upon the first request of Disclosing Party, Receiving Party will return to the Disclosing Party or destroy any and all of Disclosing Party's Confidential Information that Receiving Party obtains under this Agreement save that Receiving Party may retain one copy of Disclosing Party's Confidential Information for the sole purpose, in the event of a future dispute, of proving what information it did or did not receive hereunder.

7.4 Receiving Party shall promptly notify the Disclosing Party in writing upon the occurrence of any unauthorised disclosure or use of Confidential Information or any other breach of this Agreement of which it becomes aware.

7.5 The obligations of confidentiality under this Article 7 will last five (5) years from the end date of this Agreement.

7.6 ISPT shall ensure that its members participating in this Programme (i.e. Shell Global Solutions International B.V., Unilever Research B.V. and Evodos B.V.) are bound by confidentiality obligations no less strict than those contained in this Agreement.

Article 8 – Publication and publicity

8.1 The Programme Partners shall, throughout the duration of the Programme, take appropriate measures to ensure suitable publicity for the Programme in order to highlight the NWO financial support and the financial support of the Ministry of Economic Affairs. Any notice or publication by the Programme Partners about the Programme, including at conferences or seminars, must specify that: "This research received funding from the Netherlands Organisation for Scientific Research (NWO) and from the Ministry of Economic Affairs in the framework of the *"TKI-Toeslagregeling*"". Notwithstanding the foregoing, there shall be no publicity relative to Programme Results without approval by the other Programme Partners as set forth in Article 8.2.

8.2 The Programme Partners acknowledge that the (employees of the) Knowledge Institutes wish to publish or by other means make public all or part of the Results generated under this Agreement. To that end the following publication procedure is applicable. All intended publications from the Programme, including but not limited to publications (by employees or students) of the Knowledge Institute, including but not limited to scientific papers and conference presentations (including but not limited to dissemination within the ISPT water cluster), shall be previously submitted for approval to the (other) Programme Partners. Within four (4) weeks from receiving said submission, Programme Partners will respond to the request to publish. If within said period of four (4) weeks no Programme Partner has objected to the draft publication, the publication shall be deemed approved. If within said four (4) weeks the Programme Partners indicate they do not agree with the intended publication, they will mention the reason for this, and they are, within two (2) months from receiving said submission, entitled to:

8.2.1 require alterations to protect the interests of the Programme Partners, being interested in acquiring user or ownership rights to the Results, however without putting the scientific integrity of the publishing Programme Partner at risk; and/or

8.2.2 in case of its ownership of IPRs to the Results, or its interest to acquire exclusive user or ownership rights, postpone the publication for a period of maximally six (6) months from receiving said submission in which period a patent application can be submitted, however without delaying the completion of any Ph.D. programmes (in Dutch: *promotie*) under this Programme; and/or

8.2.3 request deletion of any of its Confidential Information, with which request the publishing Programme Partner shall comply, however without affecting the scientific integrity of the publication.

8.2.4 Copyrights remain with the publishing Programme Partner.

8.3 Any notice or publication by the Programme Partners, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that NWO is not liable for any use that may be made of the information contained therein.

8.4 NWO shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, the following information:
– the names of the Programme Partners;
– the title of the Programme;
– the name(s) of the scientist(s) in charge of the Programme;
– the name(s) of the researchers funded under the Programme;
– the general purpose of the Programme in the form of the popular summary provided by and approved by all Programme Partners;
– the amount granted (the Grant) and the total Programme budget.

8.5 Upon a reasoned and duly substantiated request by one of the Programme Partners, NWO may agree to forego such publicity if disclosure of the information indicated above would risk compromising the Programme Partner's security or commercial interests.

Article 9 – Term/Termination

9.1 This Agreement shall come into force on the Effective Date.

9.2 The Agreement shall remain in force until the date of termination or the date of conclusion of the Programme ("the Term") through a Grant closure decision, *i.e.* until the final settlement of the grant by NWO.

9.3 This Agreement may be terminated with respect to a Party prior to the termination due to Article 9.2, in the event of:

9.3.1 bankruptcy or a moratorium of payments (for more than 90 days) or entering into a debt rescheduling arrangement of a Party, immediately upon the occurrence of the relevant event and the Party's contribution cannot be taken over by one of the other Parties or the necessary finances to do so are not available; or

9.3.2 a Party's continuing failure to perform its obligations under this Agreement after being requested by a notice in writing to do so within a term of two months.

Notwithstanding the foregoing, a Private Partner may at any time terminate this Agreement without cause with a prior written notice of three months, provided that it pays any unpaid part of its Financial Contribution at the date it effectively terminates this Agreement, as set forth in **Appendix 4**. The Private Partner that terminates this Agreement before the conclusion of the Programme is also bound to other rights and obligations under this Agreement, as set forth in Article 9.4.

9.4 Rights and obligations under this Agreement which pursuant to their nature shall survive this Agreement, including but not limited to the obligation by a Private Partner to pay the Financial Contribution as well as to contribute non-delivered In kind

contributions, remain in force after termination or expiration of this Agreement as set forth in this Article 9, while the rights and obligations pursuant to Articles 7 and 8 shall expire five (5) years after the end date of this Agreement.

9.5 Each Programme Partner terminating this Agreement before the conclusion of the Programme will immediately cease all use of Background Information of another Party, as described in Article 5, and is bound to keep its own Background Information to be available for use by all Programme Partners during the Programme Term.

Article 10 - Governing Law & Dispute Resolution

10.1 This Agreement and the relationship hereunder between the Parties shall be exclusively interpreted in accordance with and governed by the laws of the Netherlands.

10.2 The Parties shall endeavour to settle amicably any and all disputes regarding or stemming from this Agreement. If an amicable solution cannot be reached, the disputes shall be brought exclusively before the court in The Hague, The Netherlands.

Article 11 – Warranties / Limitation of Liability

11.1 Each Programme Partner contributing Background Information affirms that, to the best knowledge of contributing Programme Partner: it has provided the Background Information as set forth in Article 5.1 correct and complete, however, on the basis of “as-is”, without any warranty in that respect.

11.2 Programme Partners do not accept any liabilities for damage or loss which arises due to the fact that the Results do not qualify for patenting or because rights of third parties are infringed when applying the Results.

11.3 Except in case of gross negligence or wilful misconduct, the maximum aggregate liability of a Programme Partner shall be equal to its share in the overall Programme Budget. Furthermore shall none of the Parties be liable for any indirect damage.

Article 12 – Amendments

This Agreement may not be amended, modified or terminated orally; no provision of this Agreement may be waived orally; and no amendment, modification, or waiver of any of the provisions hereof shall be binding unless in writing and signed by all Parties.

Article 13 – Waivers

The Parties each agree that the waiver by any Party of a provision or of a particular breach by one or more of the other Parties of any obligation, or the failure of a Party at any particular time to exercise any of its rights herein provided, shall not be deemed to constitute a waiver of any other provision or subsequent breach or to prejudice the exercise in future of any right.

Article 14 – Severability

If any covenant, obligation or term hereunder or the application of any part of this Agreement to any person, party or circumstance shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Agreement or the application of such covenants, agreements or obligations other than those which are held to be invalid or unenforceable shall not be

affected thereby; and each covenant, obligation and agreement contained herein shall be separately valid and enforceable to the full extent permitted by law. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering into this Agreement may be realized.

Article 15 – Force Majeure

None of the Parties will be responsible for delays resulting from causes beyond the reasonable control of such Party, including, without limitation, fire, explosion, flood, war, strike or riot; provided that the nonperforming Party uses its reasonable efforts to avoid or remove such causes of non-performance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed. Illness and disease of individuals involved in research activities to be performed in this Programme cannot be adduced as Force Majeure.

Article 16 – Notices

All notices, requests, demands and other communications to be given in accordance with this Agreement shall be given in writing and shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to the ISPT:

Stichting ISPT
Groen van Prinsterenlaan 37
3818 JN Amersfoort
The Netherlands
email: [redacted]@ispt.eu
Attention: [redacted]

if to WUR:

Wageningen University and Research
Physical Chemistry and Soft Matter
Stippeneng 4
6708 WE Wageningen
email: [redacted]@wur.nl
Attention: [redacted]

if to UvA:

Universiteit van Amsterdam

Science Park 904

1098 XH Amsterdam

The Netherlands

email: [redacted]@uva.nl

Attention: [redacted]

if to TUD:

Delft University of Technology

Building 58 - F2.410

Van der Maasweg 9

2629 HZ, Delft

The Netherlands

email: [redacted]@tudelft.nl

Attention: [redacted]

if to NWO: **THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO), DOMAIN SCIENCE**

Laan van Nieuw Oost-Indië 300, 2593 CE, Den Haag, The Netherlands

E [redacted]@NWO.NL

Attention: [redacted]

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

Article 17 – Assignment

The Parties shall not assign this Agreement or any part thereof without the prior written consent of the other Parties; provided, however, that a Party may assign this Agreement without such consent but with notification of the other Parties in connection with the transfer or sale of substantially its entire business to which this Agreement pertains (or in the event of its merger or consolidation with another company*).*

No assignment shall relieve any Party of responsibility for the performance of any accrued obligation which such Party then has hereunder.

Signature page

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

[redacted]

12th day of December 2017.

Stichting ISPT

[redacted]

[redacted]

Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Wageningen, this 12th day of December 2017,

Wageningen University, Department Agrotechnology and Food Sciences



Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Amsterdam, this 15 day of december 2017

Universiteit van Amsterdam, Institute of Physics



INSTITUTE OF PHYSICS
Science Park 904
Postbus 94485
1090 GL Amsterdam
The Netherlands

Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Delft , this 15th day of December 2017,

Delft University of Technology

[redacted]

Dean faculty of Applied Sciences

Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Den Haag, this 21 st day of December , 2017

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO), DOMAIN SCIENCE



APPENDICES TO THIS AGREEMENT

APPENDIX 1 – Programme Description

APPENDIX 2 – Granting letter NWO

APPENDIX 3 – 'NWO Subsidieregeling 2017' (in Dutch, and translation in English)

APPENDIX 4 – Financial Arrangements

APPENDIX 5 – Handling of Results and IP rights

APPENDIX 1 Programme Description

[IPP proposal as submitted, ENWF 17.0361]

APPENDIX 2 – Granting Letter NWO

APPENDIX 3 – ‘NWO-Regeling Subsidies’ (in Dutch, and translation in English)



NWO Regeling Subsidies

Versie 1 december 2015

Den Haag, december 2015
Nederlandse Organisatie voor Wetenschappelijk Onderzoek



NWO Regulation on Granting

Version 1 December 2015

N.B.: This document is a translation of the Dutch text entitled 'NWO Regeling Subsidies'. In the event of any difference of opinion as to the interpretation of the content, the original Dutch version will prevail.

The Hague, December 2015
Netherlands Organisation for Scientific Research

APPENDIX 4 – Financial Arrangements

NWO file number: 680-91-012.

Programme title: Controlling multiphase flow.

Programme Leader:

Programme Description: attached as Appendix 1.

Grant of NWO to this Programme (dd. 30-10-2017, corr.nr.2017/ENW/00333668): copy attached as Appendix 2.

Granted budget* (Maximum Subsidy) to this Programme a total of € 1.581.961 (in words one million five hundred and eighty one thousand nine hundred and sixty one EURO).

Programme Management Costs NWO: € 70.000 (seventy thousand).

Total cash Budget (Granted Budget plus Programme Management Costs NWO): € 1,621,961 (in words one million six hundred and fifty one thousand nine hundred and sixty one EURO).

Total Programme Budget (Total cash Budget plus In-Kind Contributions): € 1,621,961 (in words one million six hundred and fifty one thousand nine hundred and sixty one EURO).

* The Granted Budget is subject to the general conditions set forth in the "NWO-Regeling Subsidies" prevailing at the moment of granting of the Programme (= version dated "May 2017"), attached as Appendix 2 to this Agreement, and the additional conditions specified in the Grant of NWO to this Programme, attached as Appendix 2.

** The "TKI-allowance" is subject to the conditions set forth in the "TKI-Toeslagregeling" prevailing at the moment of granting of the TKI-allowance.

Private Partner to this Programme and its Financial Contribution to the Programme budget

ISPT:

a total amount of € 1,055,000 (in words one million and fifty five thousand EURO), which will be part of the Total cash Budget as described above.

The contribution by ISPT consists of two parts. Part 1: € 550,000 (in words five hundred fifty thousand EURO) from private origin, in particular from Shell, Unilever, and Evodos.

.

From this budget ISPT will use 45,000 (in words forty five thousand EURO) to cover its own programme management costs (ISPT coordinates the financial commitment from companies, allocation and determination of TKI-allowance, project management tools as a platform to share information, publication workflow).

Part 2: € 550,000 (in words five hundred fifty thousand EURO) as TKI-allowance, to be applied for with the Dutch government.

In total, this amounts to € 1,055,000 (in words one million and fifty five thousand EURO), which will be part of the Total cash Budget as described above.

Planning allocation TKI-allowance
The end date of the TKI-allowance that is allocated to this Programme is March 1, 2020. At that moment the Programme shall still be running. To be able to determine the TKI-allowance at that moment in the Programme the following documents are required on May 1, 2020:

- Final report in conformity with the RVO format (will be based on the midterm review).
- Statement of the auditor from the Knowledge Institutes for the costs realised from the start of the Programme until March 1, 2020 or integration of the Programme in the annex of the annual report of the Knowledge Institute in accordance with SISA (Single Information Single Audit).

The Programme Leader will provide the final report. The Knowledge Institutes will provide the financial reports. These documents will be reported to ISPT.

The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in five (5) equal parts. The first payment shall be remitted within forty-five (45) days after the Effective date, as invoiced by NWO to the (respective) Private Partner(s).

The Private Partner(s) receive(s) invoices to remit its/their Financial Contributions that include its/their share in the program management and networking costs on the following dates:

- Effective date (in year 2017),
- 1st October 2018
- 1st October 2019
- 1st October 2020
- 1st October 2021

Invoicing procedure

NWO will send to the Private Partners digital invoices. To this end, Private Partners will provide to NWO the following information:

ISPT:

- Name financial contact:
- Telephone number financial contact: 033
- Postal and email addresses to be used: Groen van Prinstererlaan 37, 3818JN Amersfoort, ispt.eu
- Purchase Order number if required: TBD
- Any other relevant details: N/A

For Private Partners that create (a) purchase order(s) or a vendor/client number, NWO provides the following information:

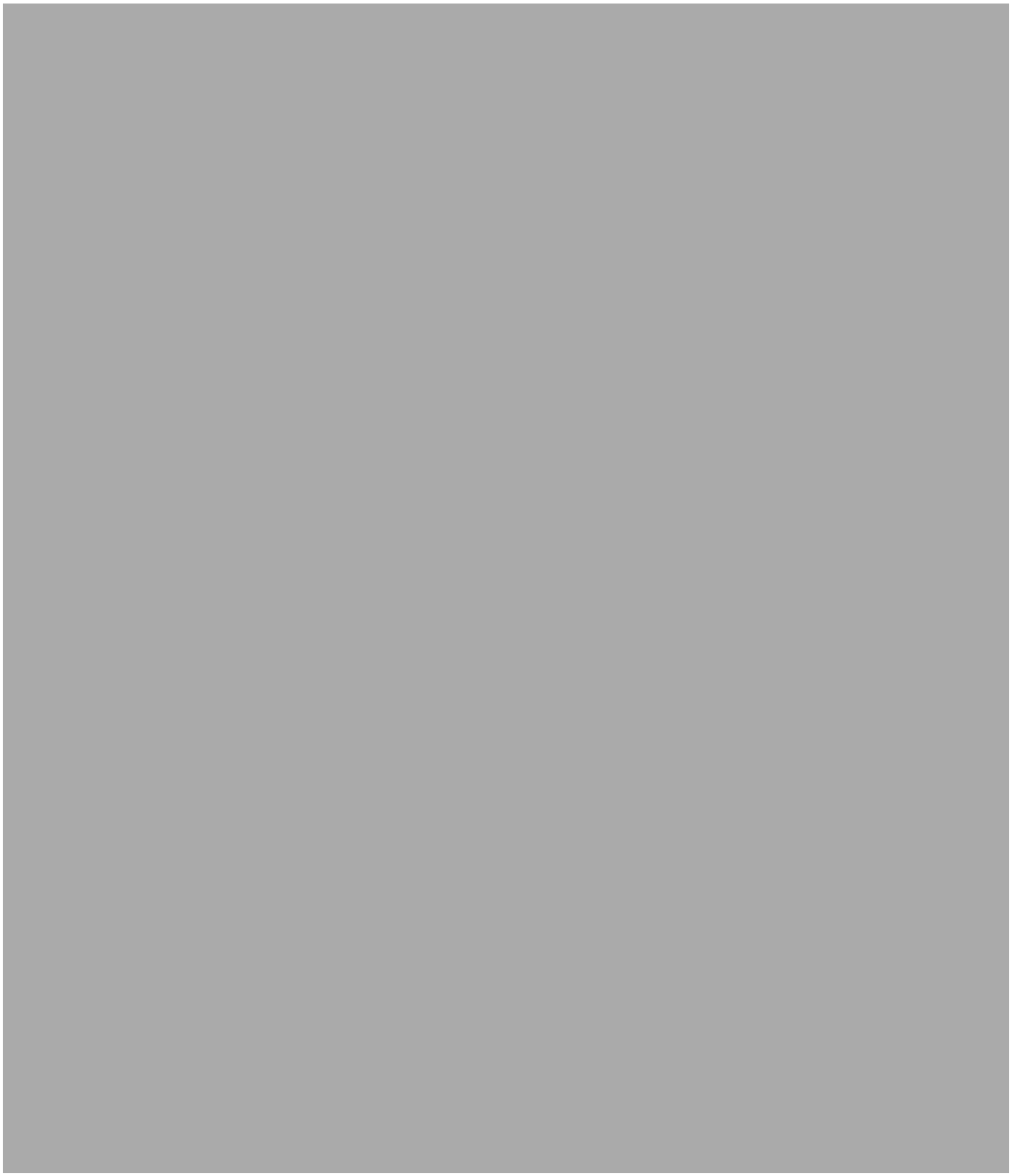
The financial contribution is free of VAT

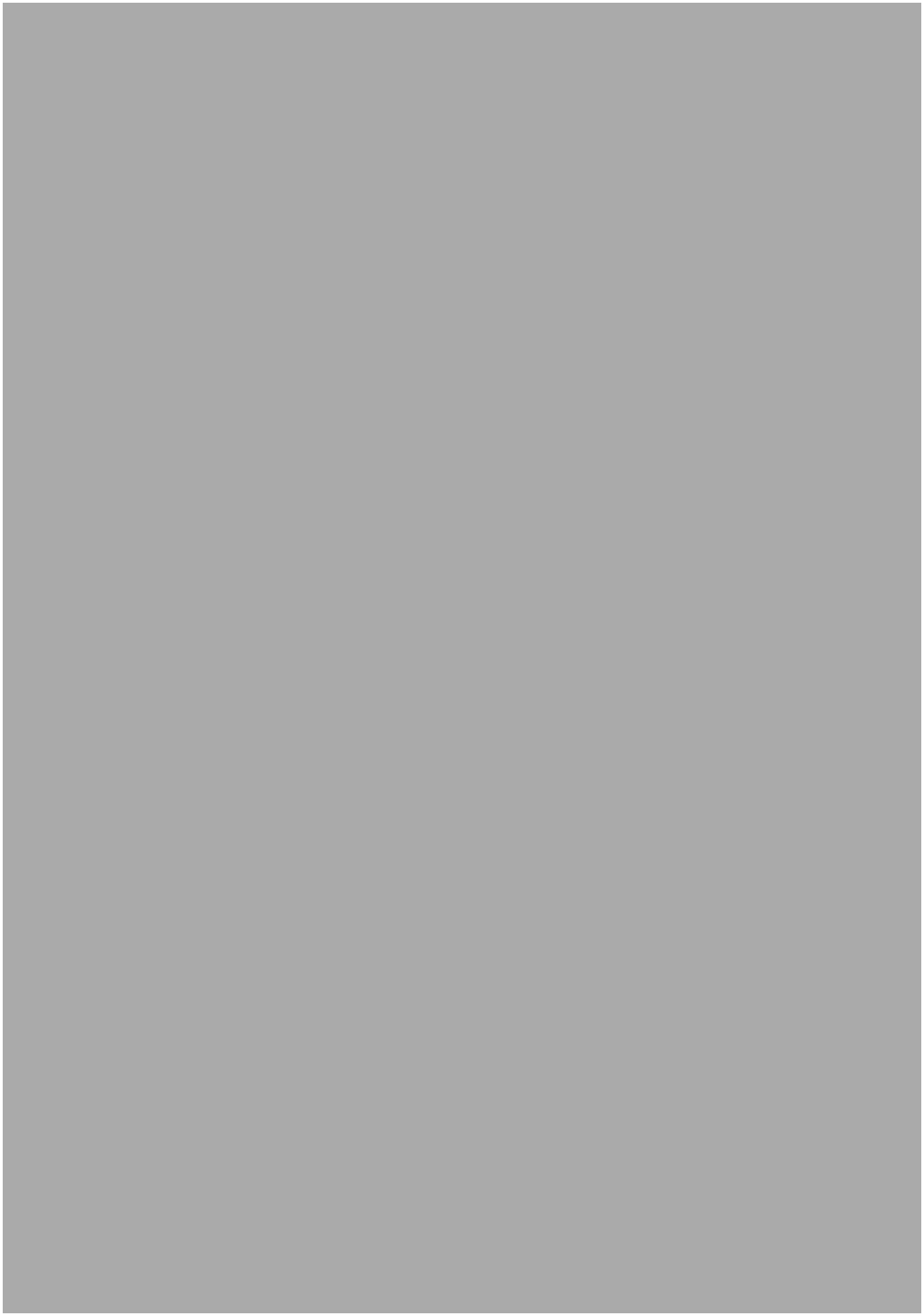
Address:

Netherlands Organisation for Scientific Research
Laan van Nieuw Oost-Indië 300
2593 CE The Hague
P.O. Box 93138
2509 AC The Hague, The Netherlands
www.nwo.nl
IBAN:
BIC , Rotterdam
CoC
VAT

Email addresses to be used:
@nwo.nl; @nwo.nl

APPENDIX 5 – Handling Results and IP rights







1. *Title of the proposed IPP programme*

Controlling multiphase flow

2. *Applicants and industrial partners*

[redacted] **programme leader)**
[redacted] Wageningen University
Stippeneng 4, 6708 WE, Wageningen
e-mail: [redacted]cht@wur.nl
Tel. +[redacted]

P[redacted]
Van der Waals-Zeeman Instituut, University of Amsterdam
e-mail: [redacted]@uva.nl

D[redacted]
Van der Waals-Zeeman Instituut, University of Amsterdam
e-mail: [redacted]@uva.nl

[redacted]
Debye Institute for Nanomaterials Science, Utrecht University
e-mail: [redacted]@uu.nl

[redacted] Wageningen University
e-mail: [redacted]@wur.nl

[redacted] Wageningen University
e-mail [redacted]@wur.nl

[redacted]
Department of Chemical Engineering, Delft University of Technology
e-mail: [redacted]@tudelft.nl

[redacted] Wageningen University
e-mail: [redacted]@wur.nl

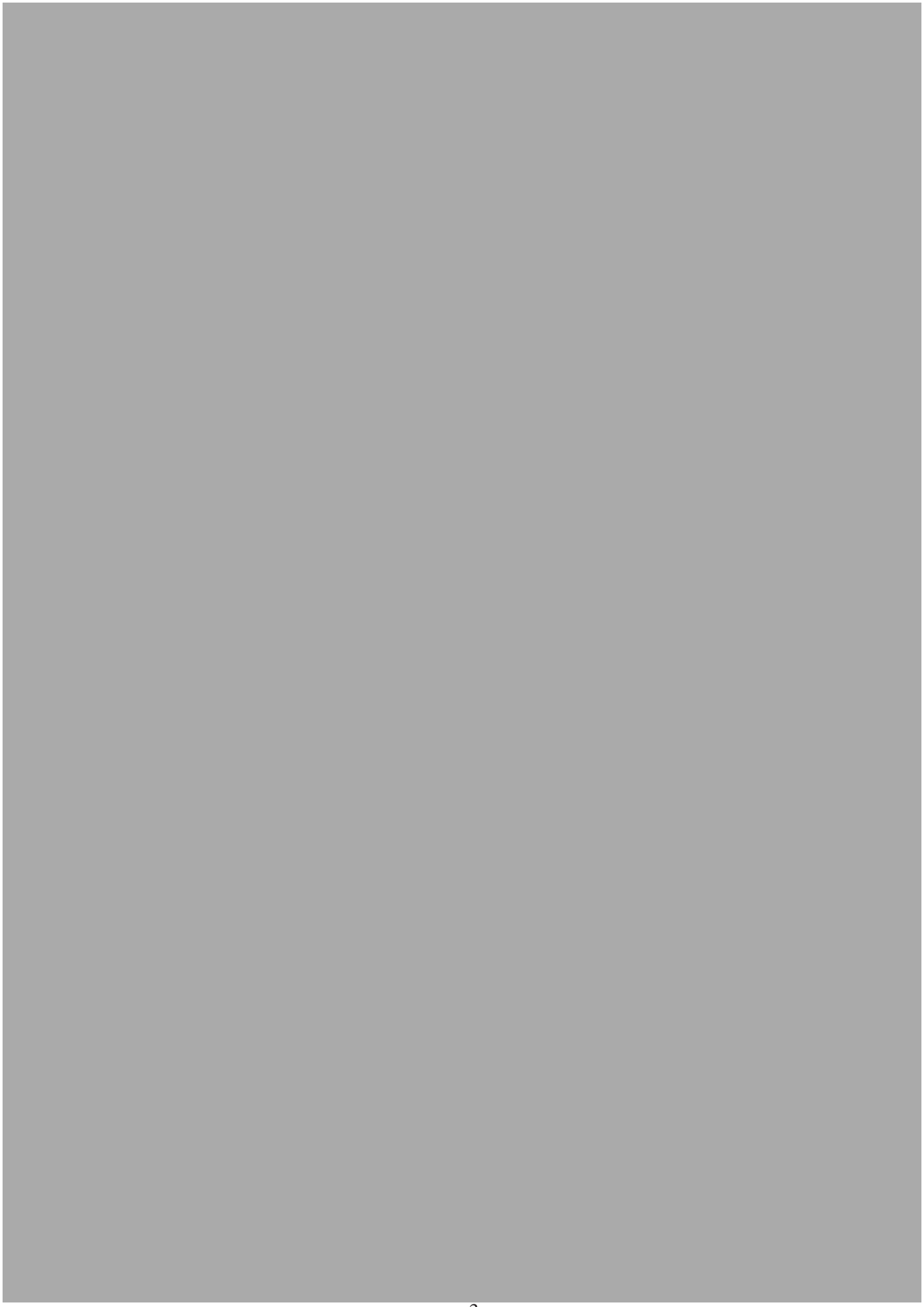
Industrial partners:

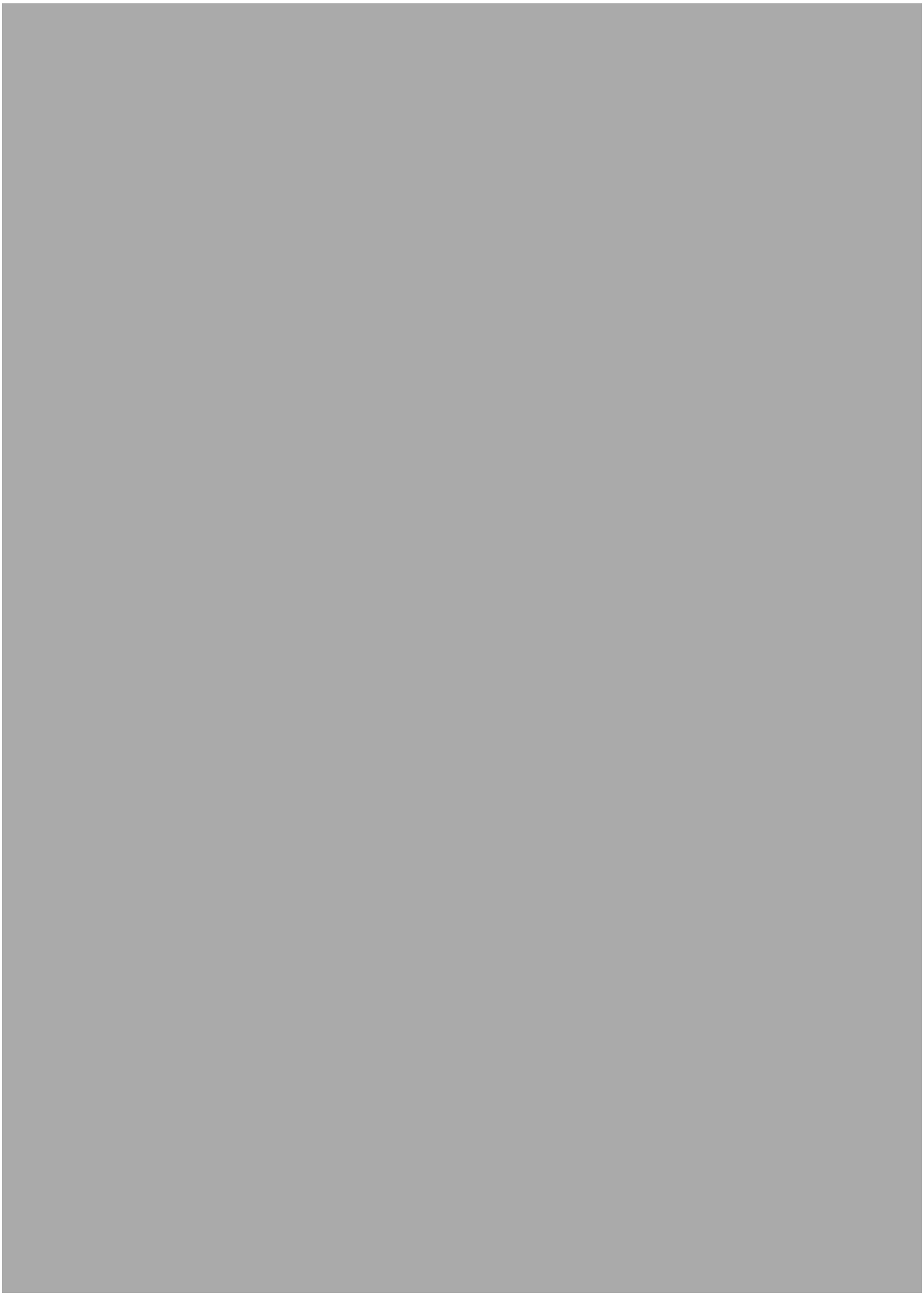
[redacted]
Shell Technology Center, Amsterdam
e-mail: [redacted]@shell.com

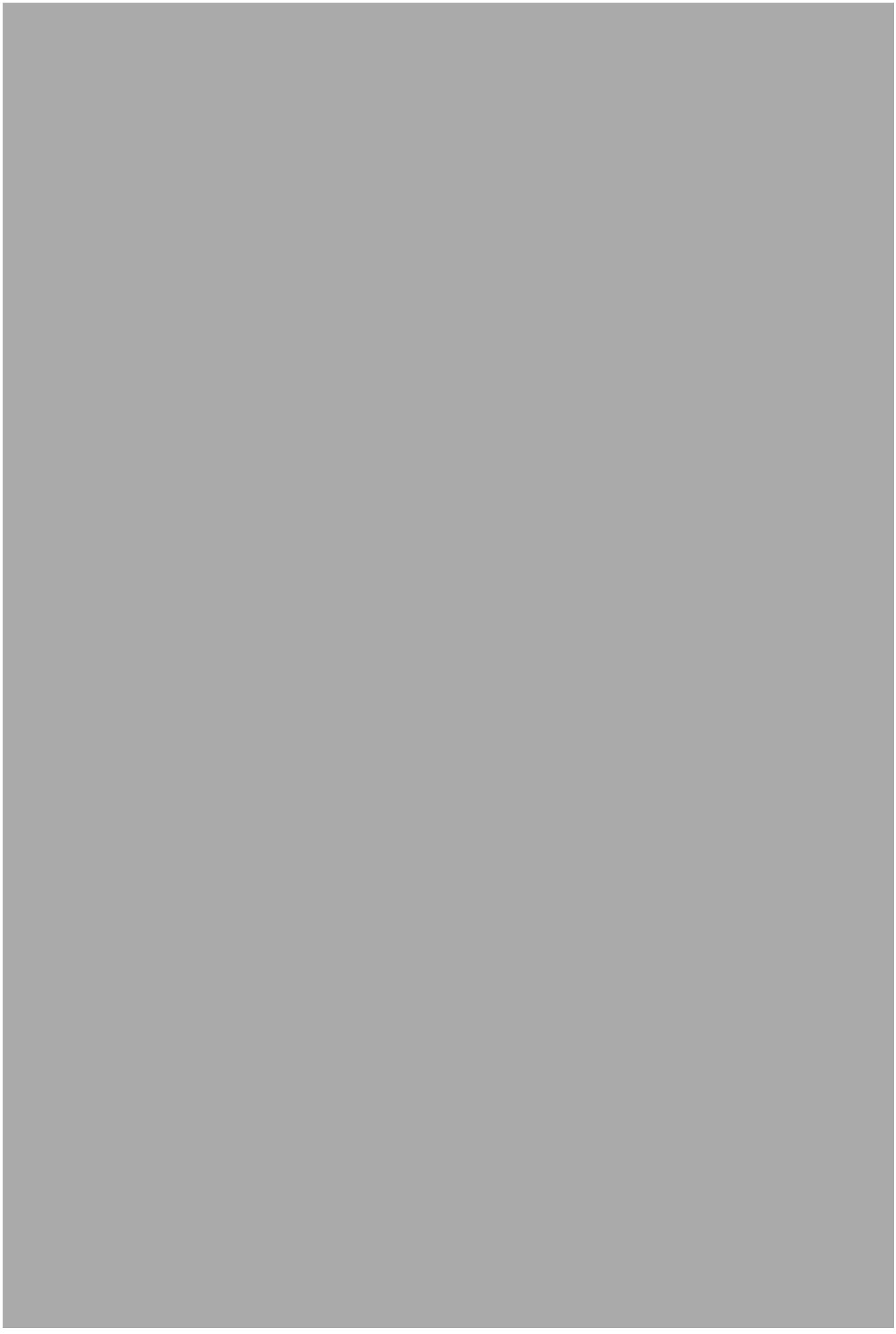
[redacted]
Unilever Research, Vlaardingen
e-mail: [redacted]@unilever.com

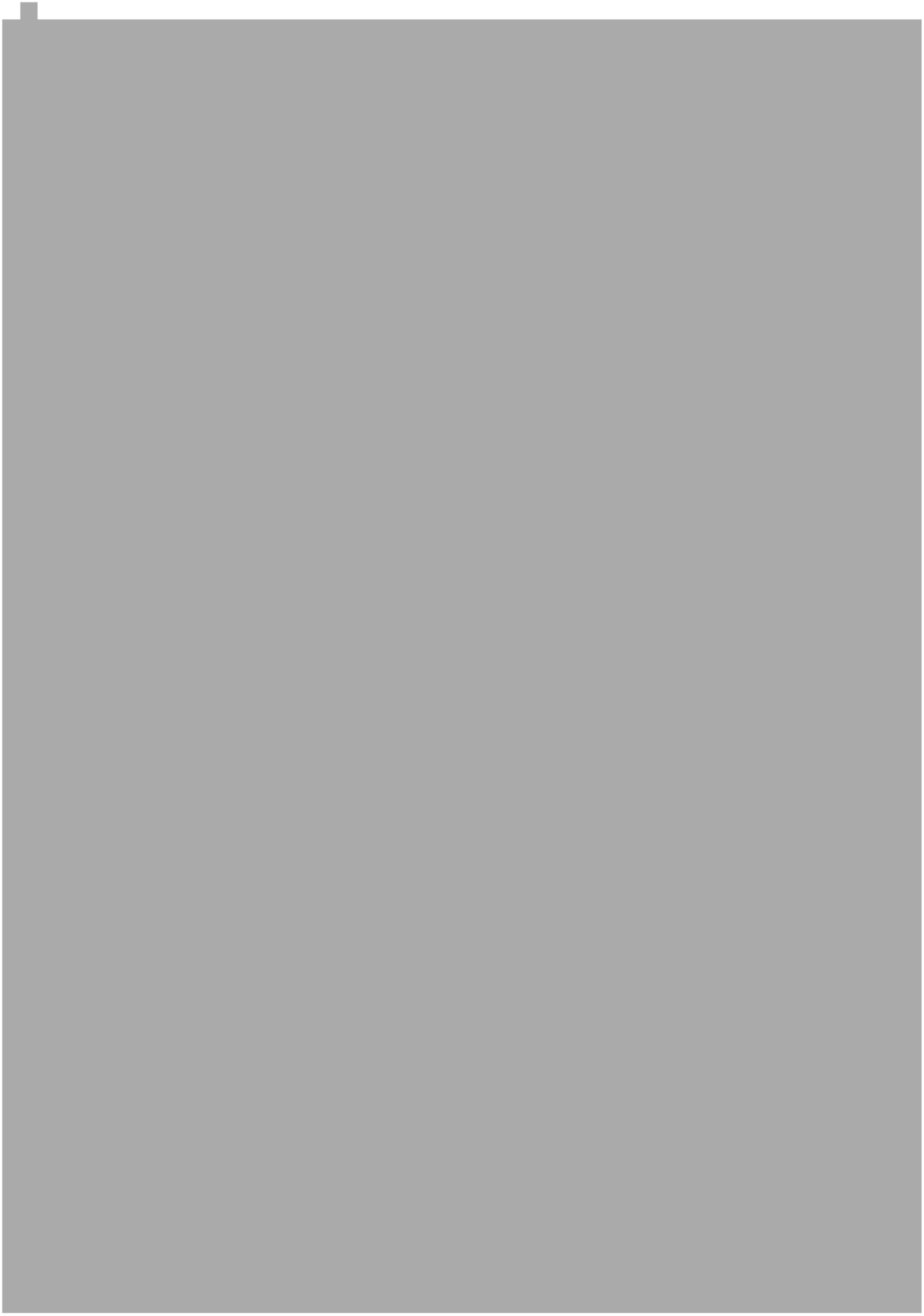
[redacted]
Evodos BV, Raamsdonksveer
e-mail: [redacted]@evodos.eu

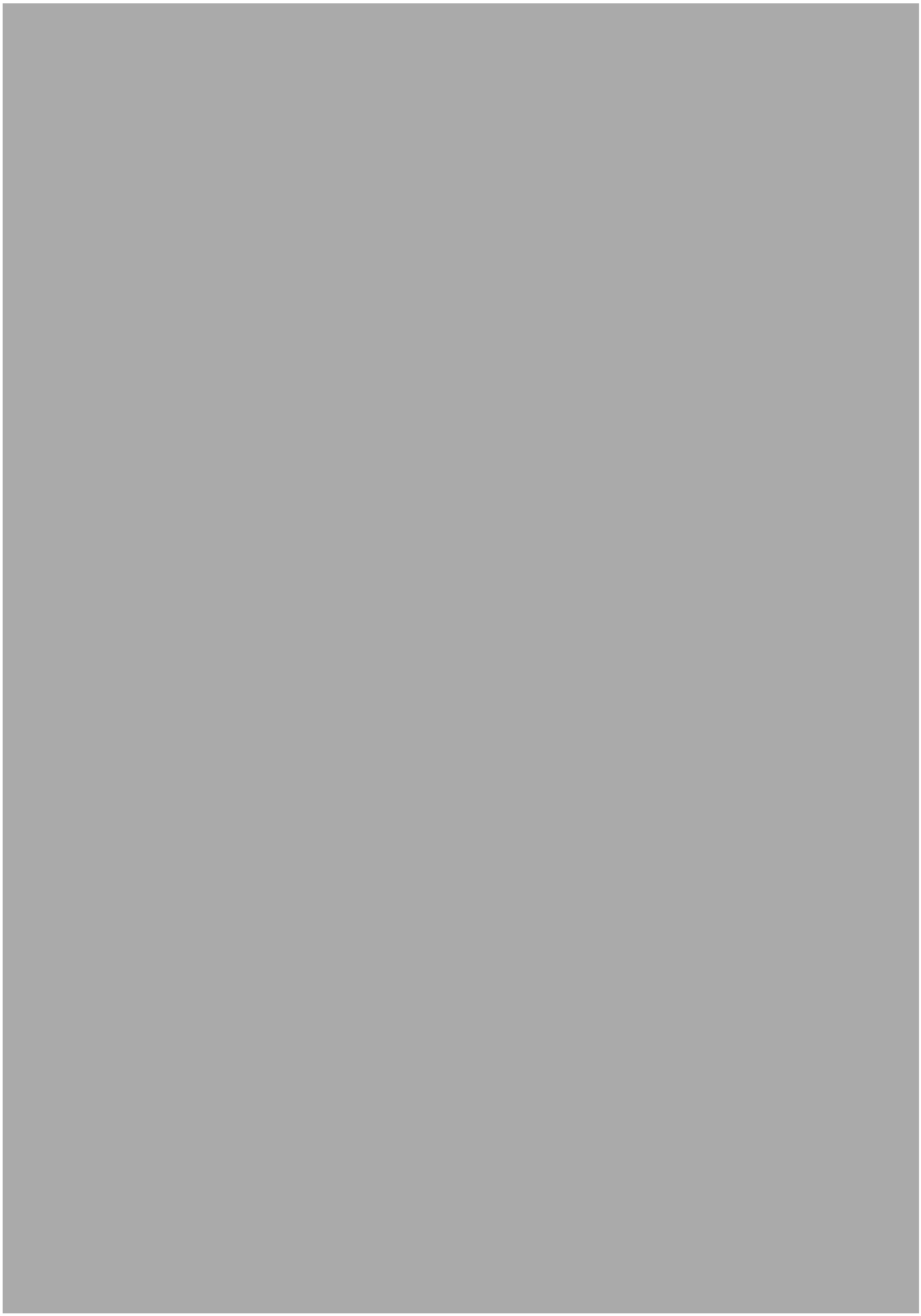
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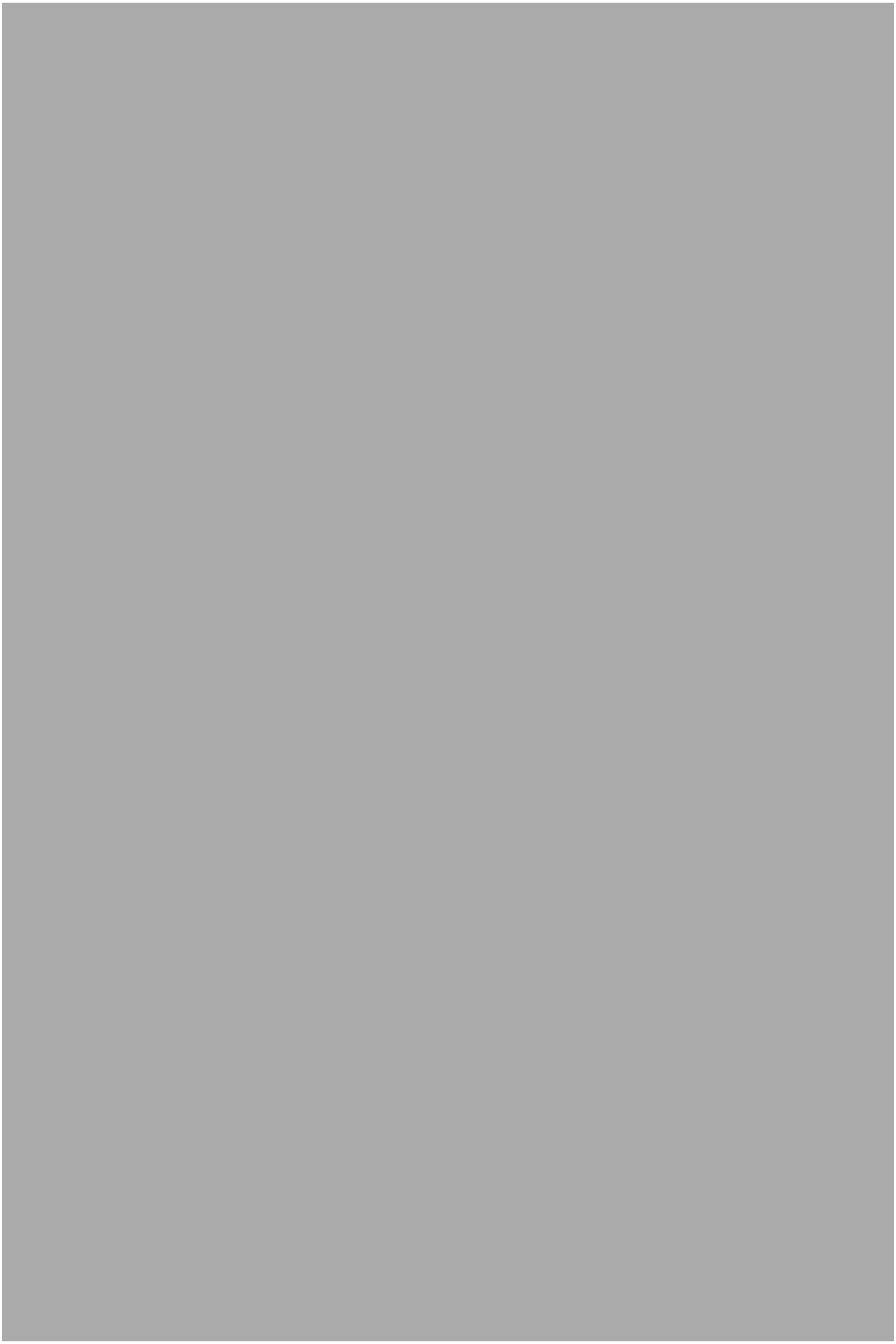


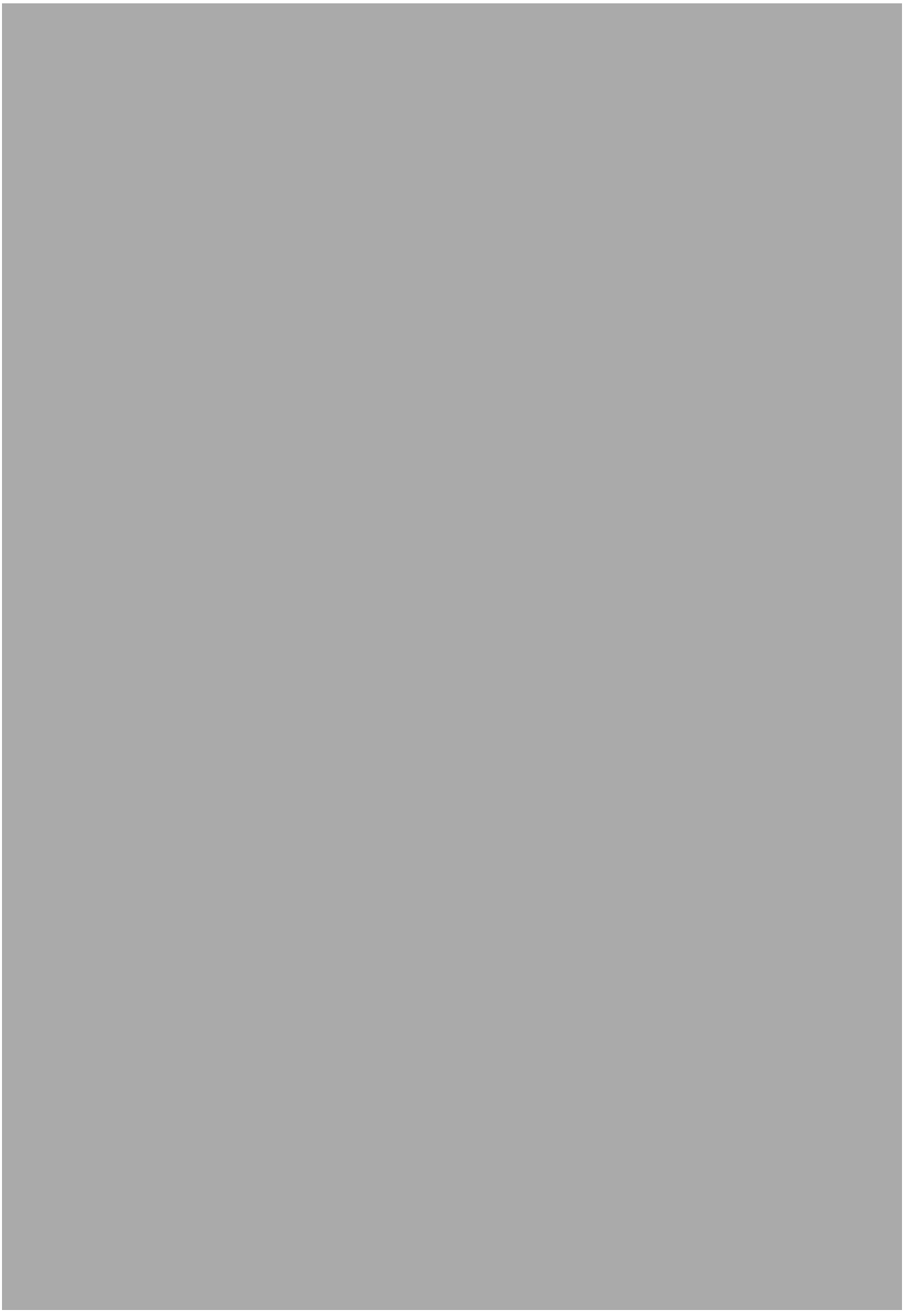


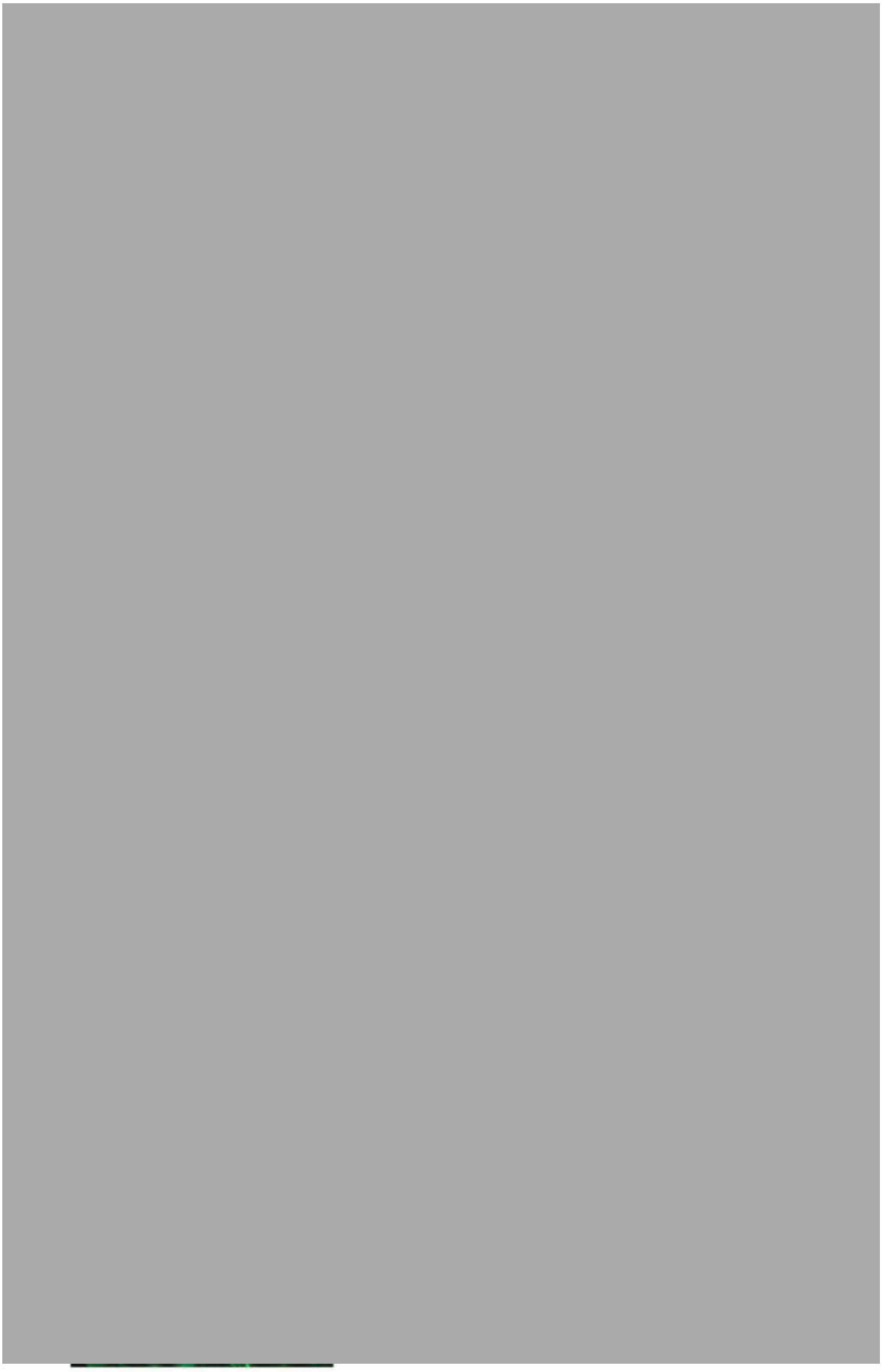


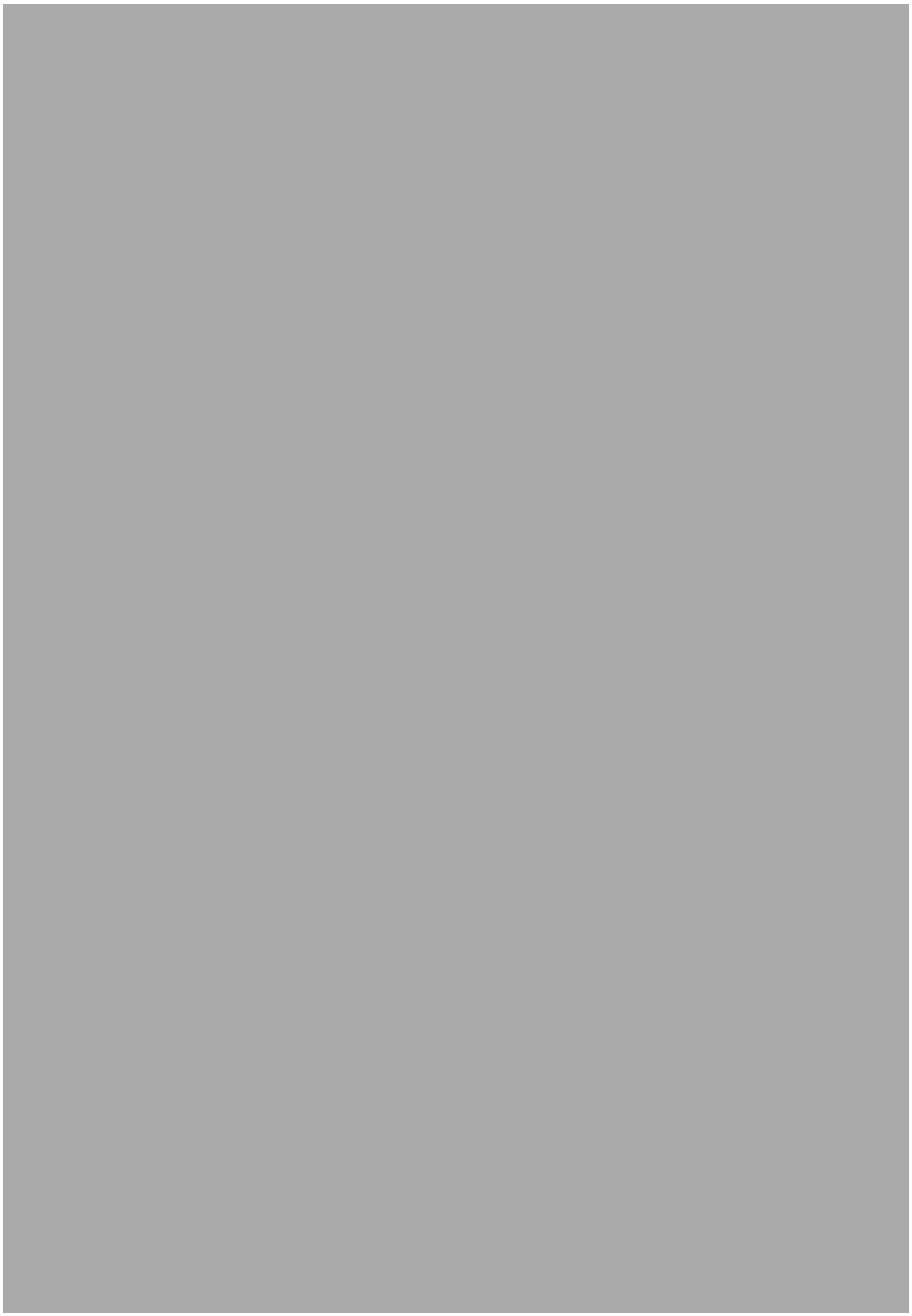


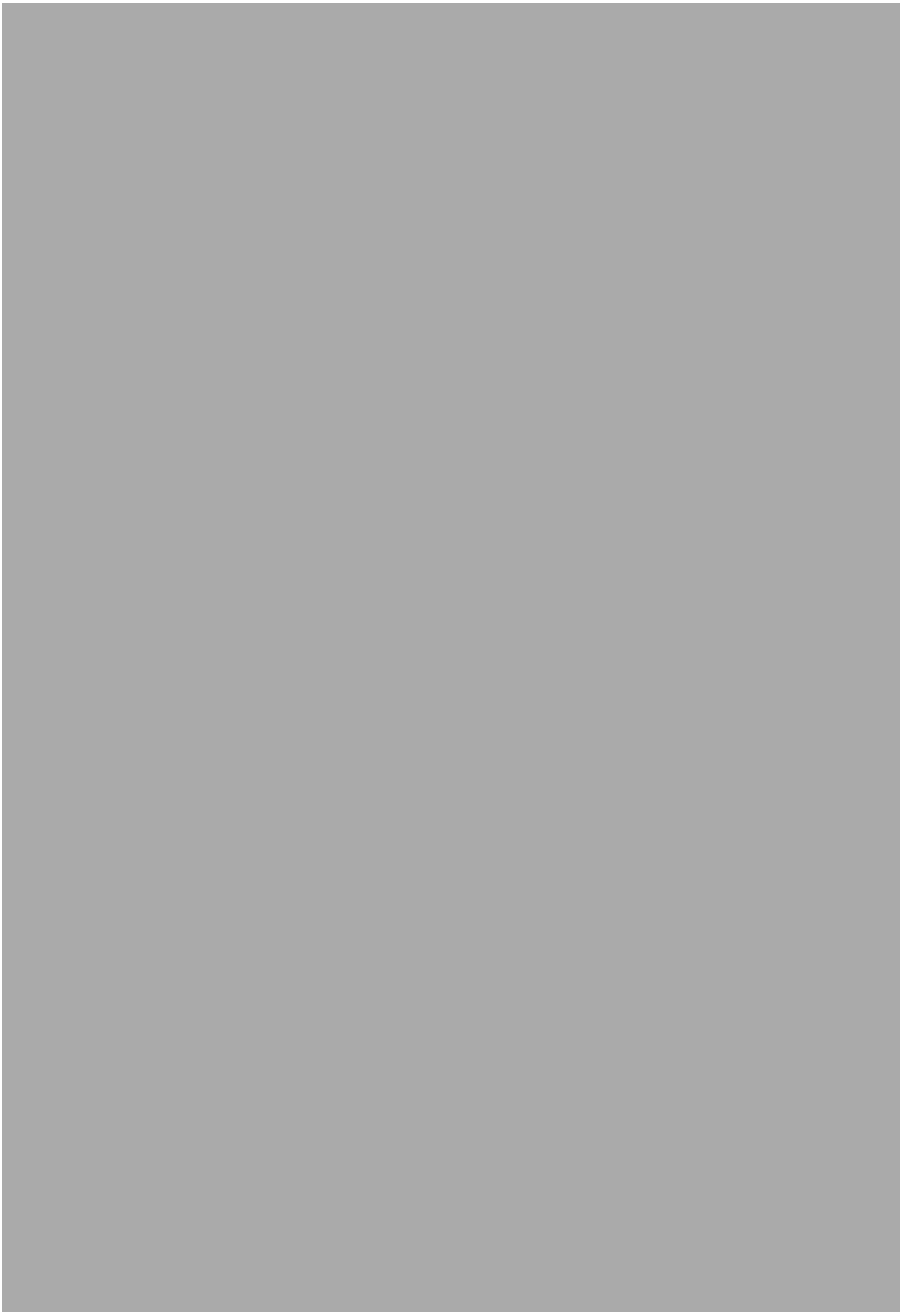


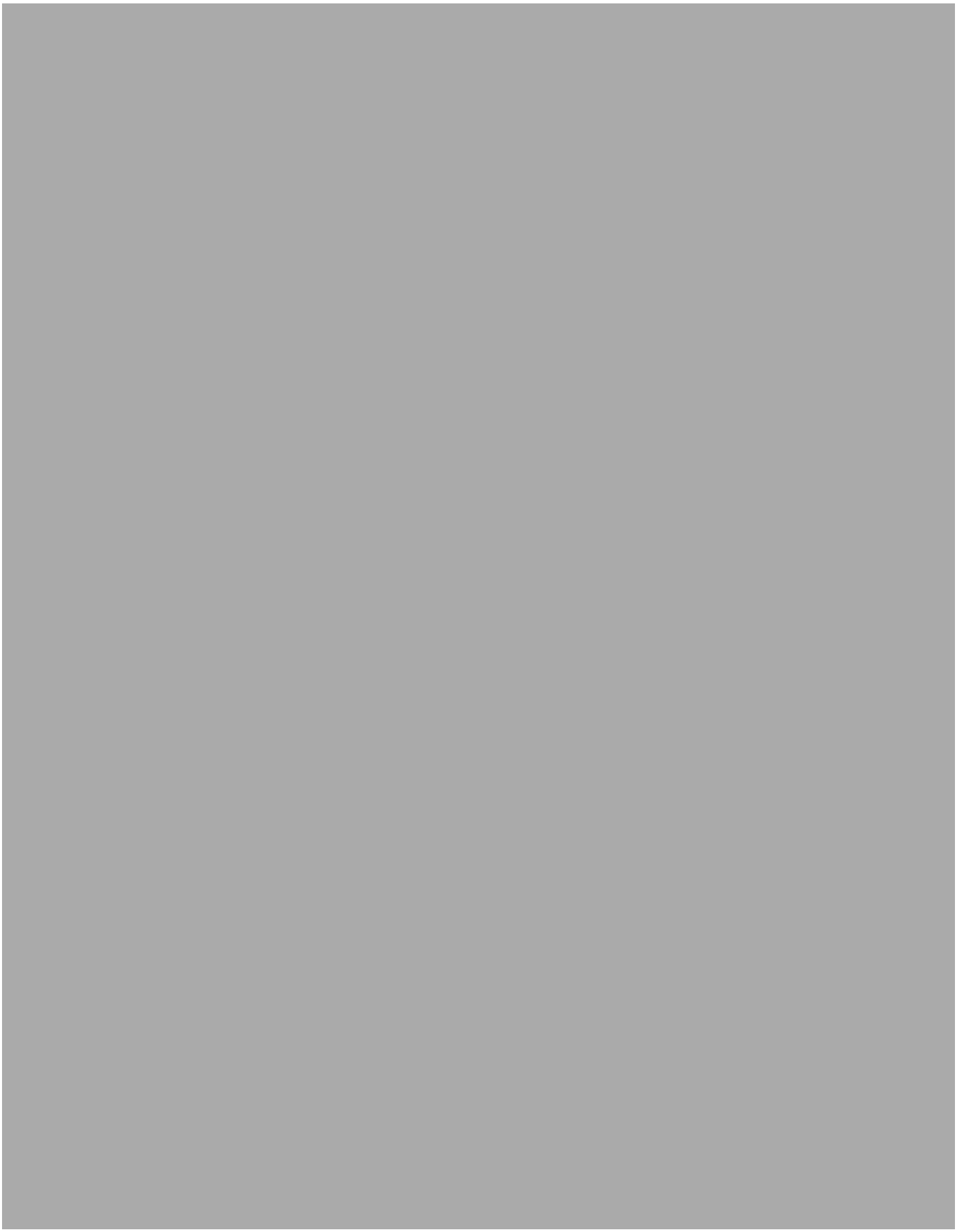


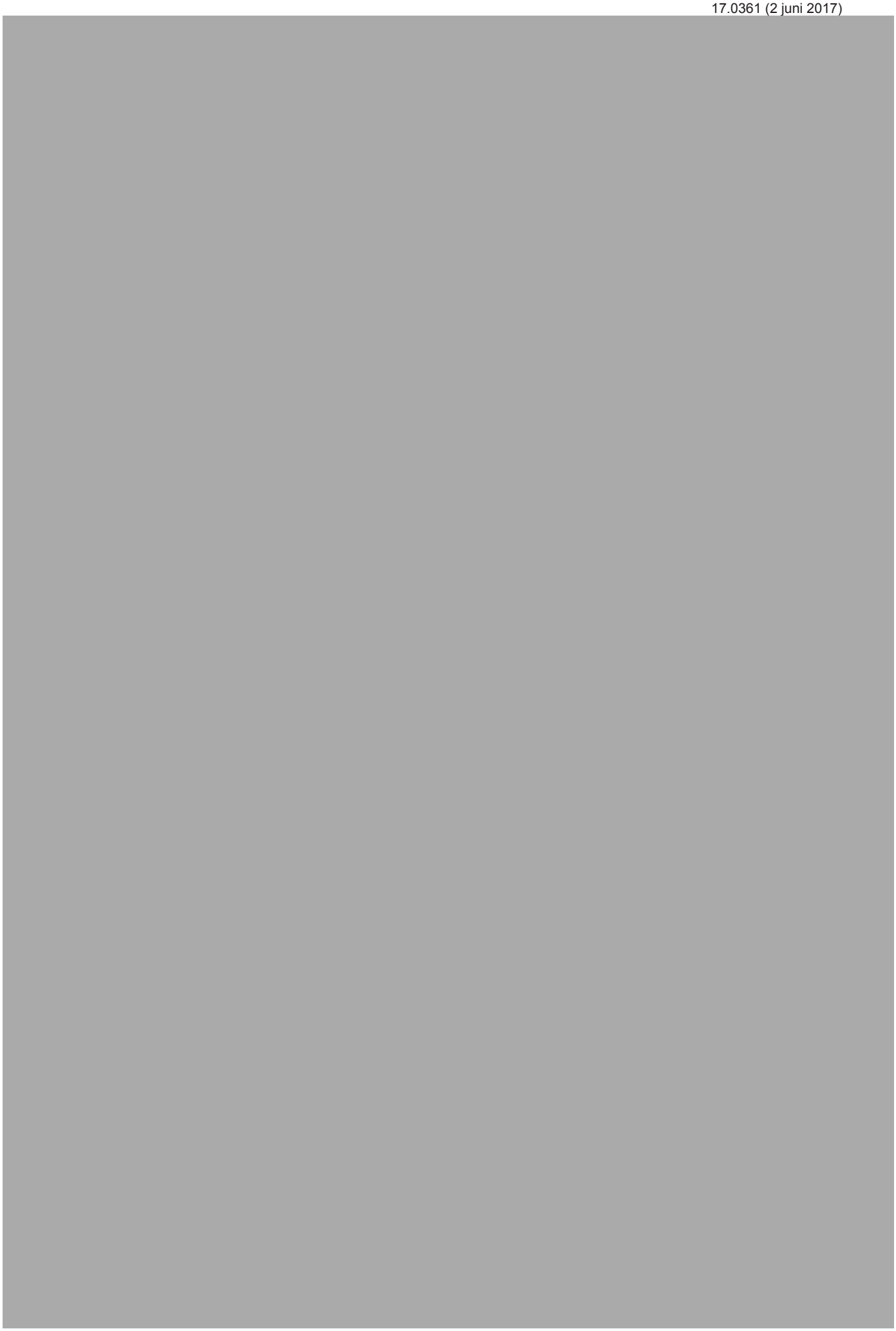


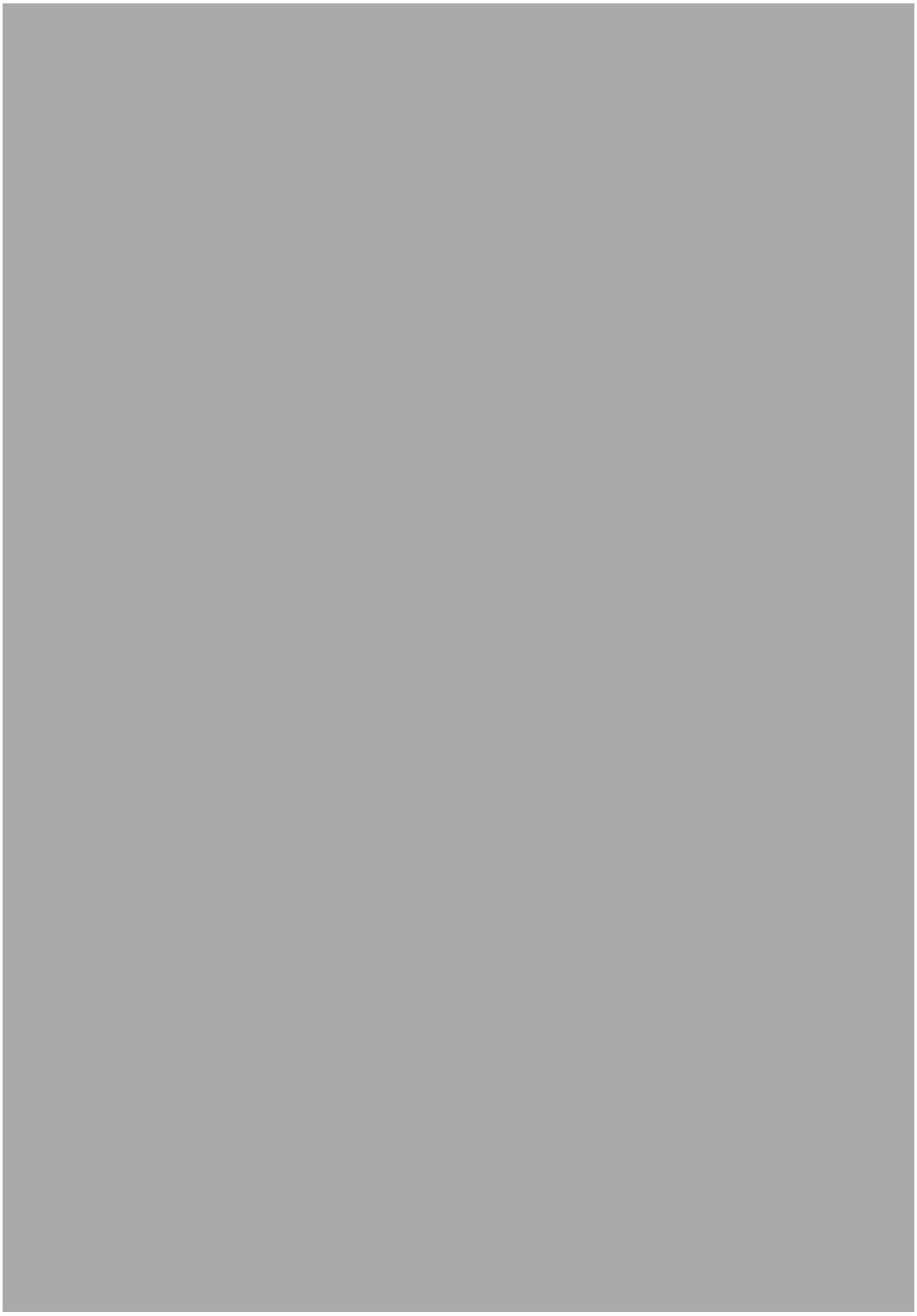


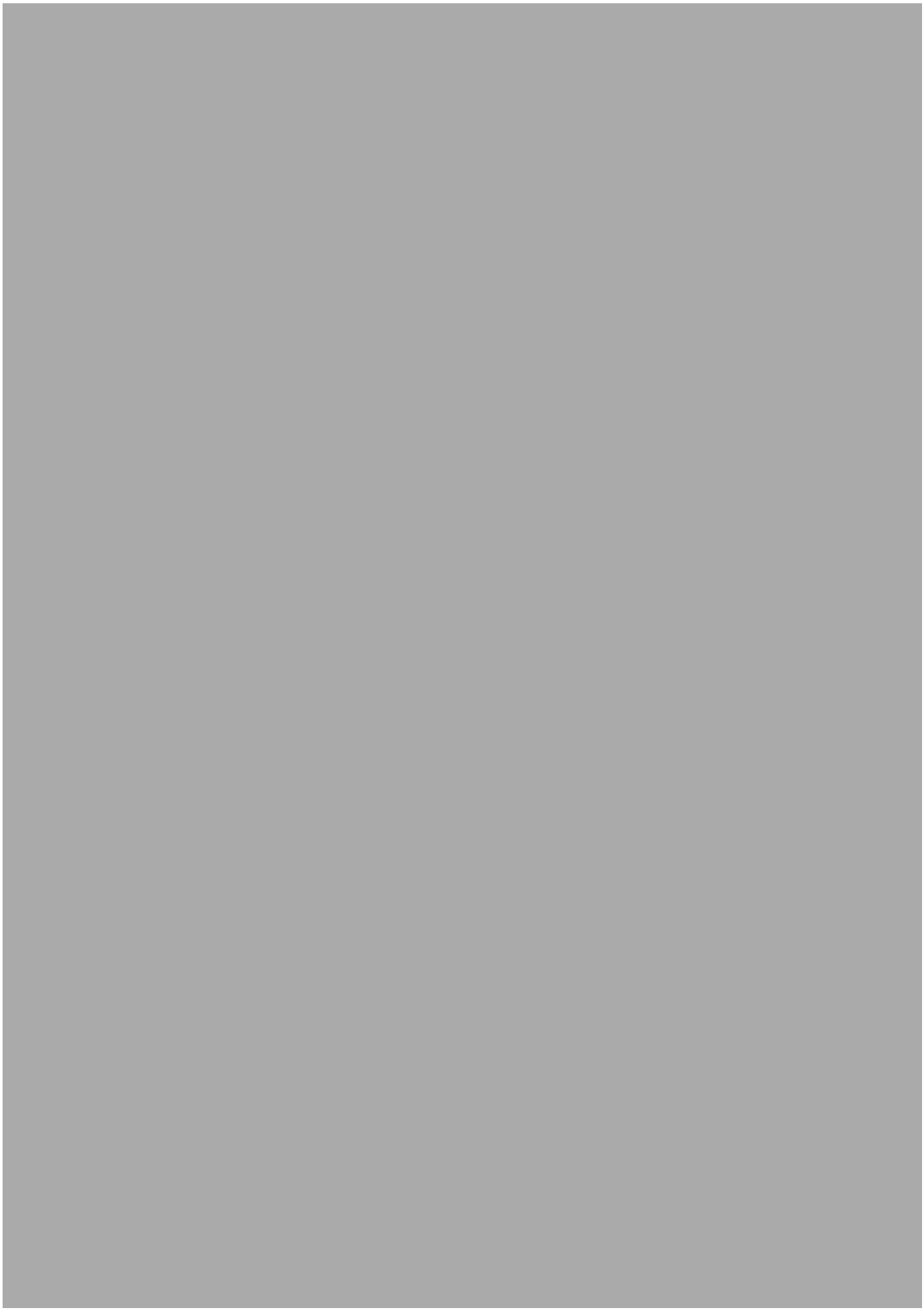


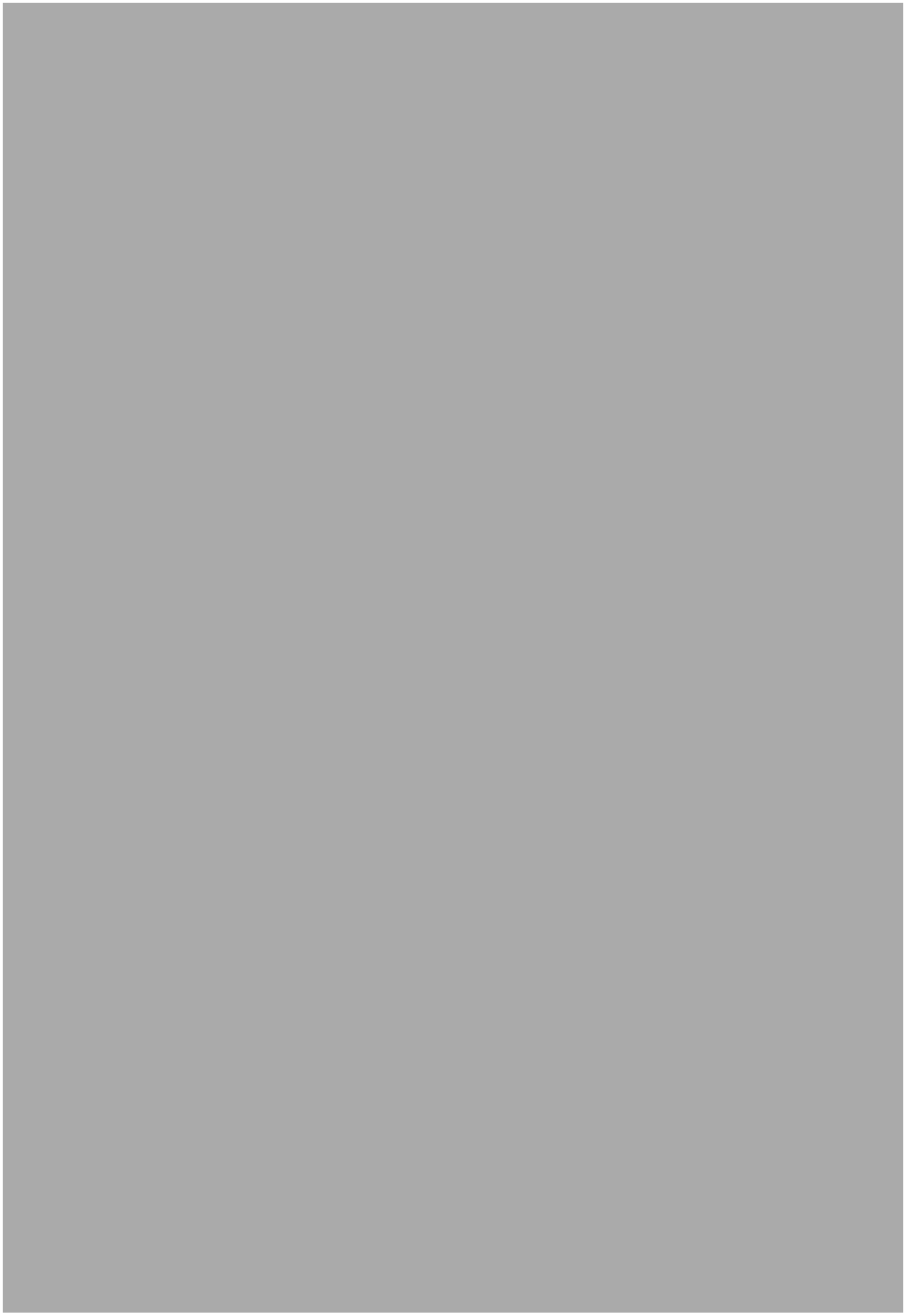


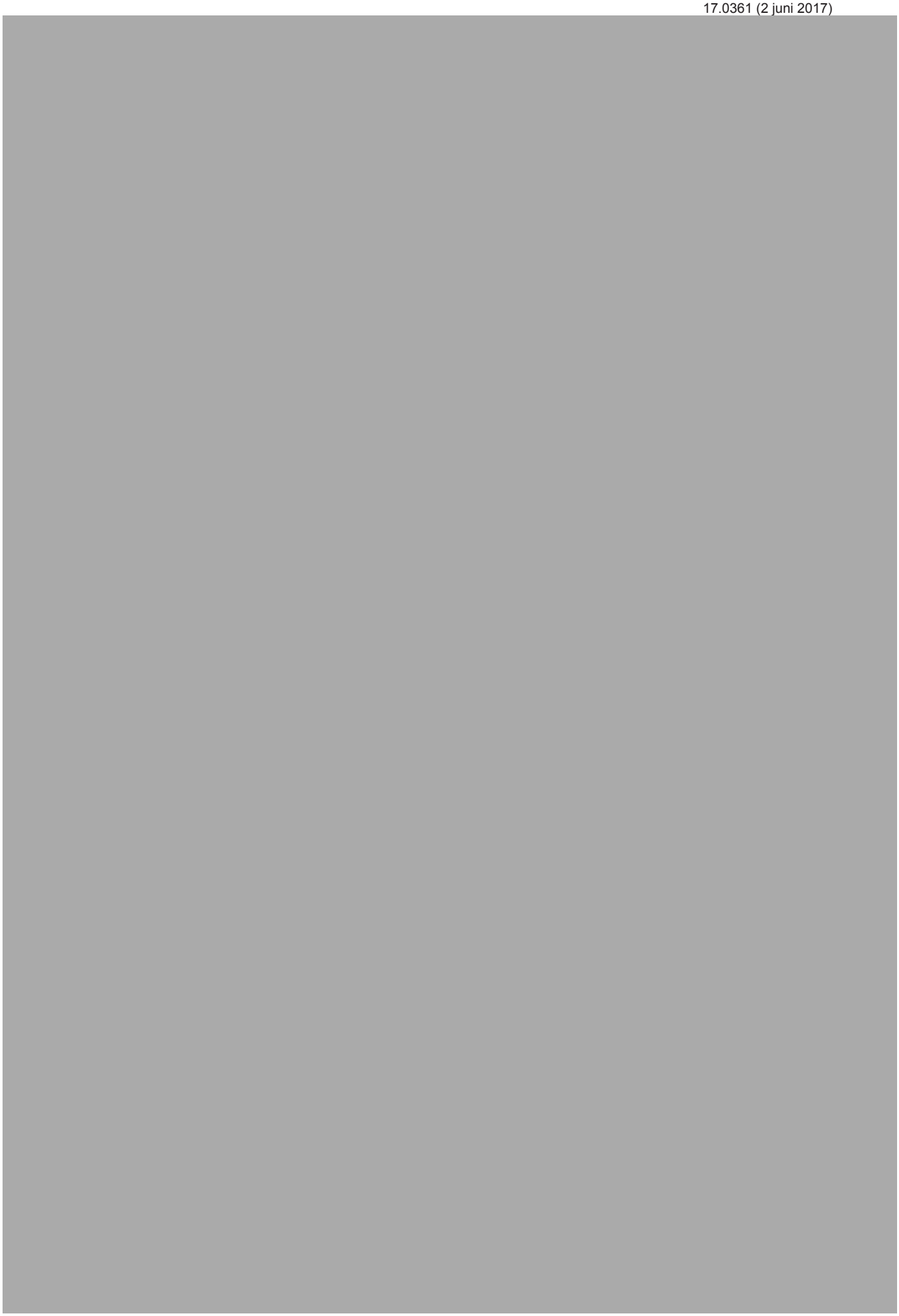


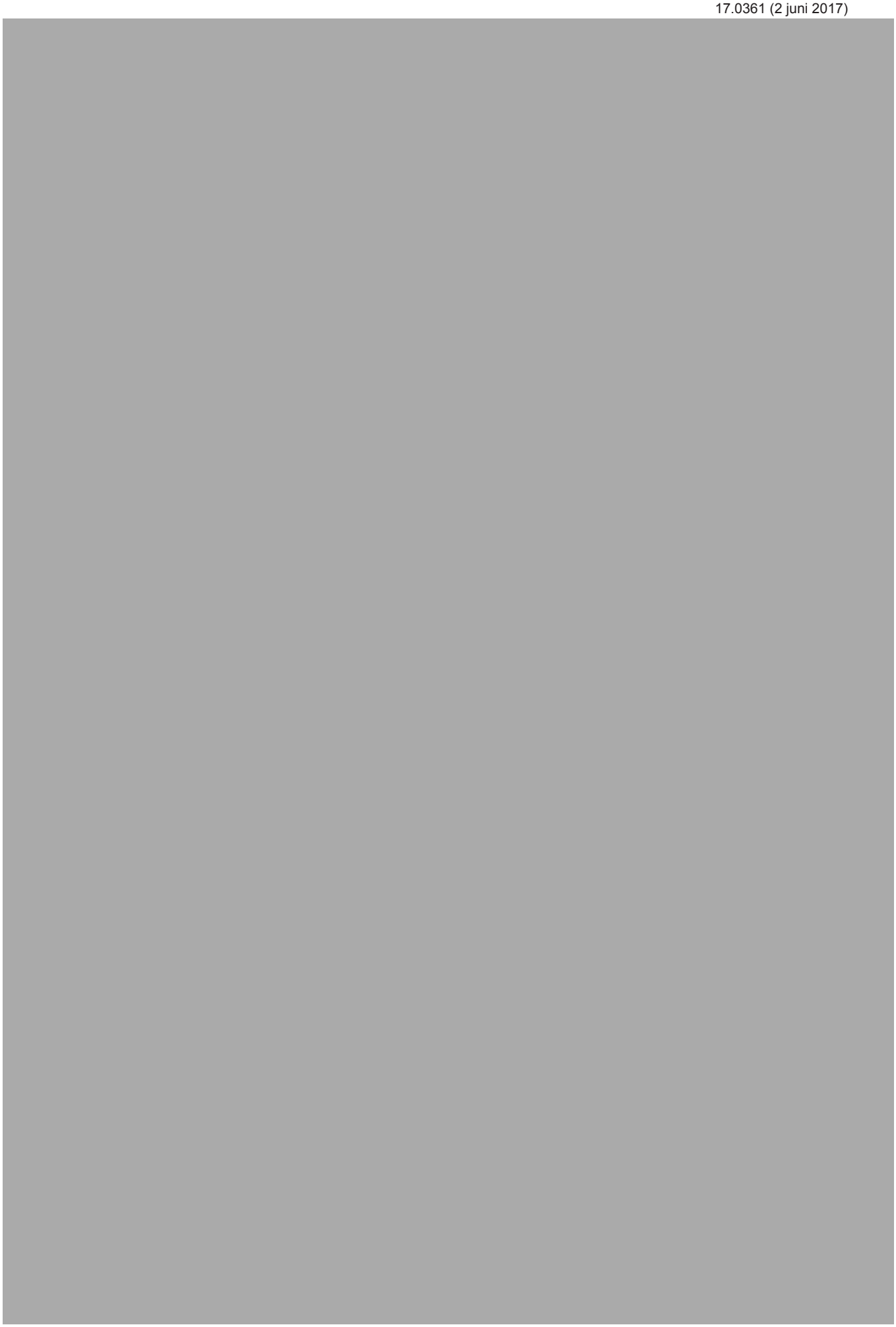


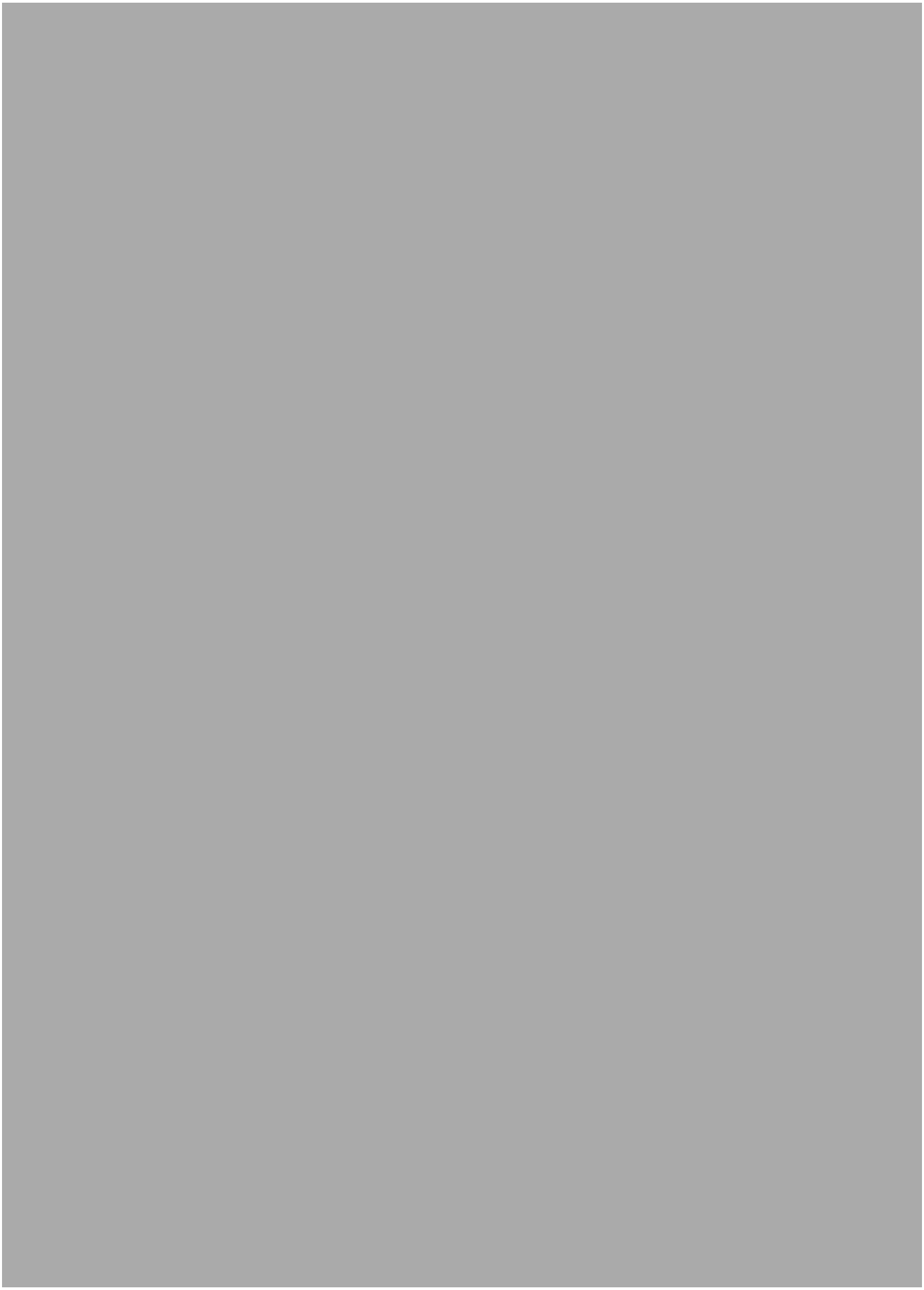


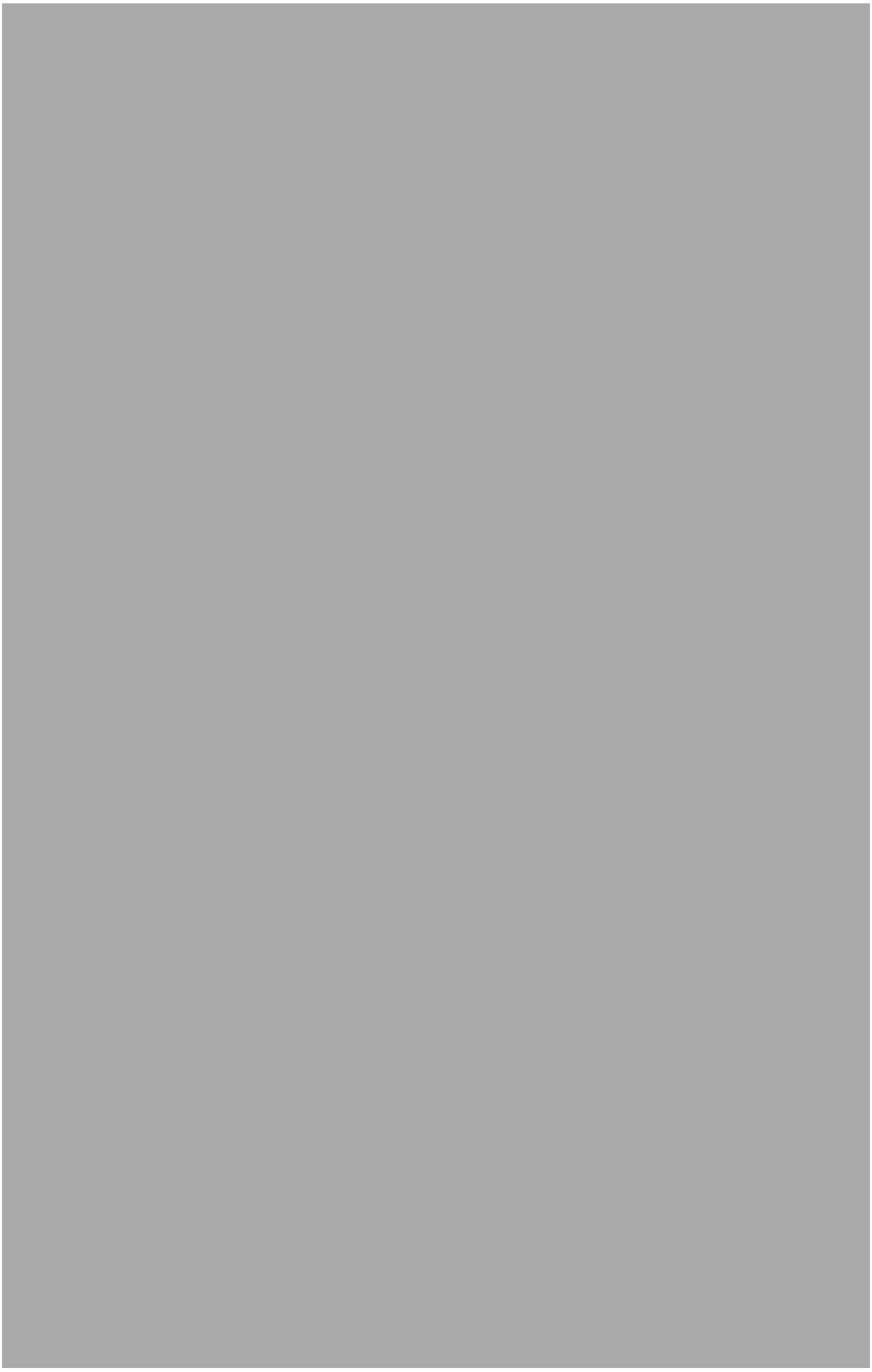


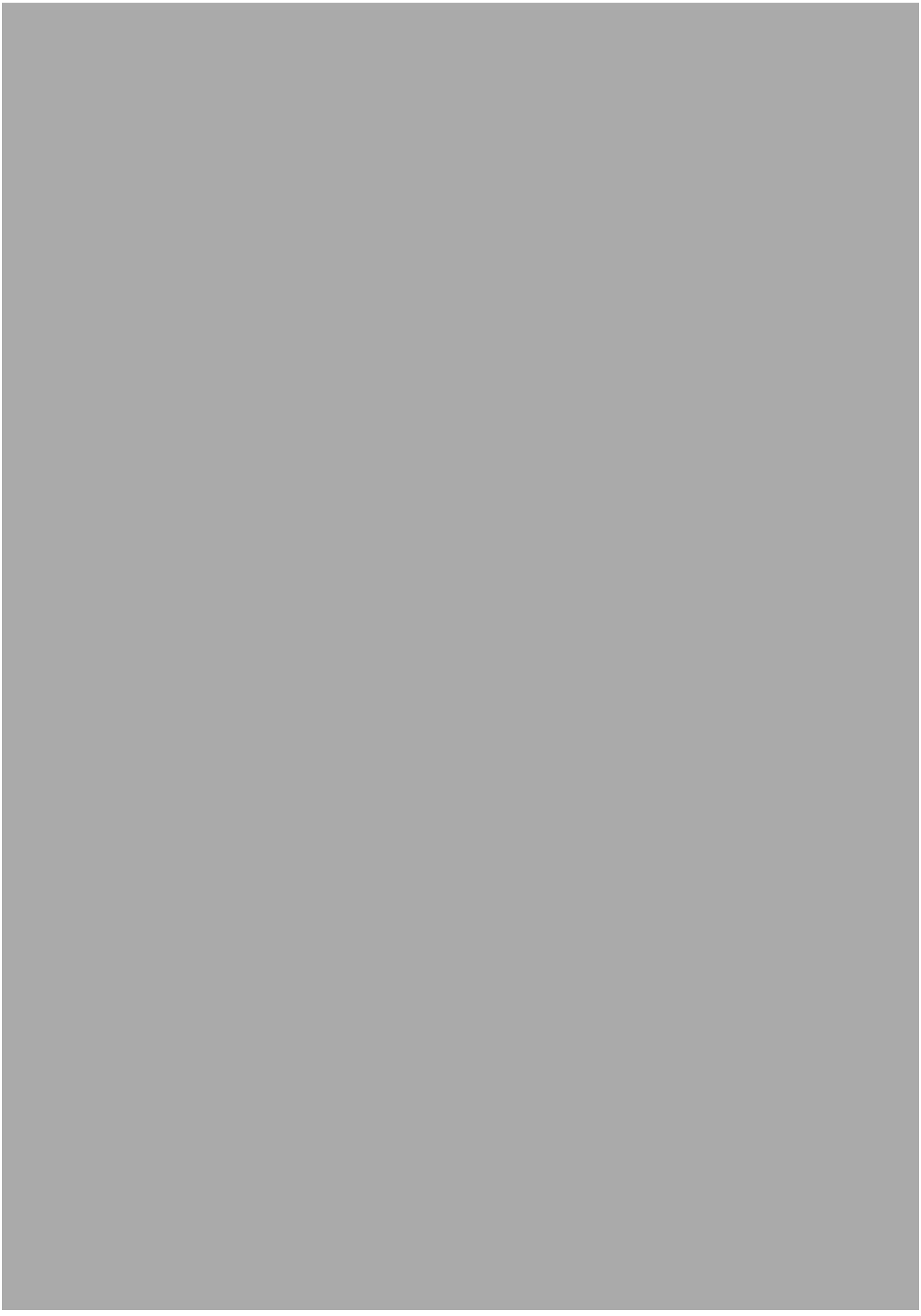


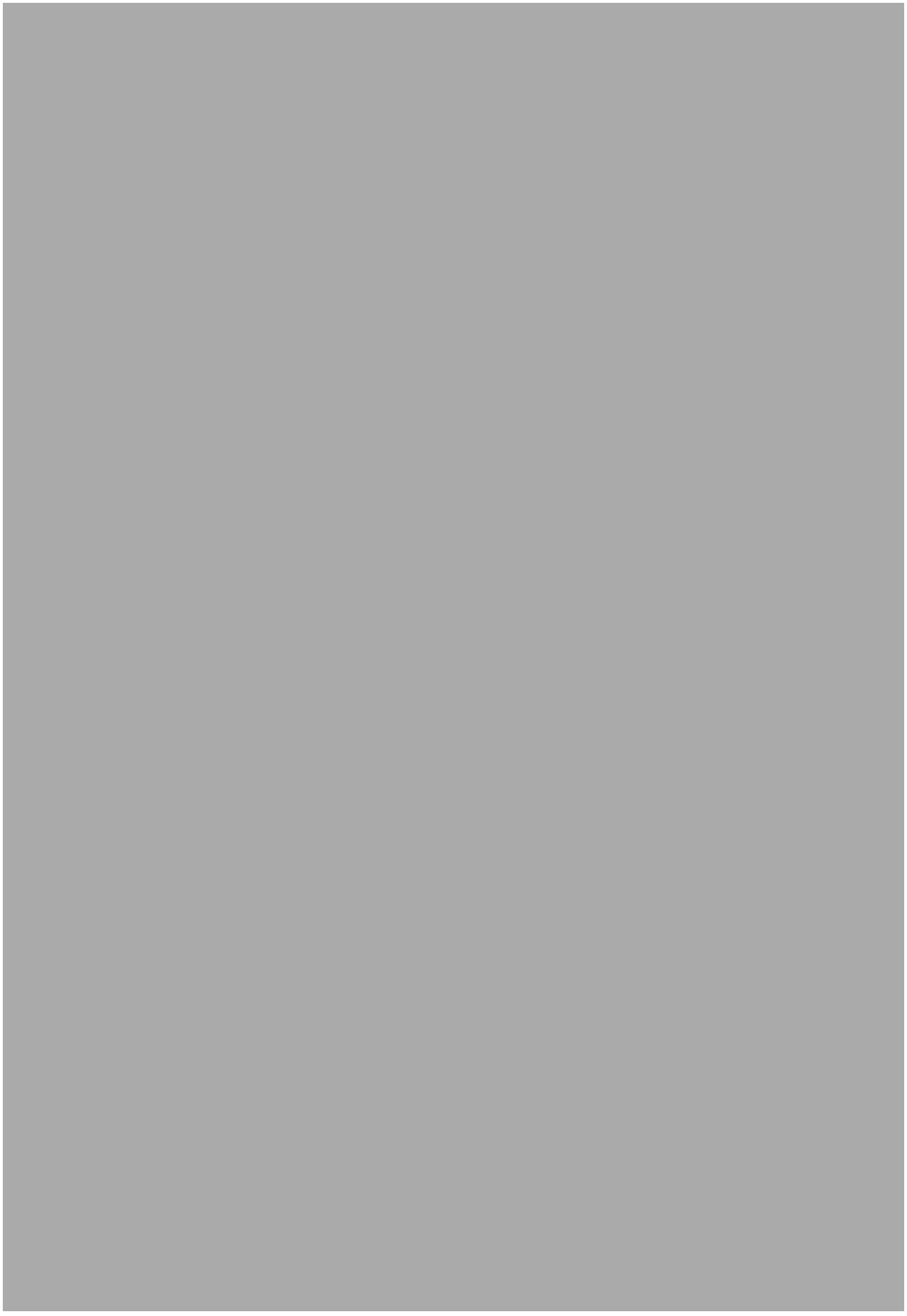


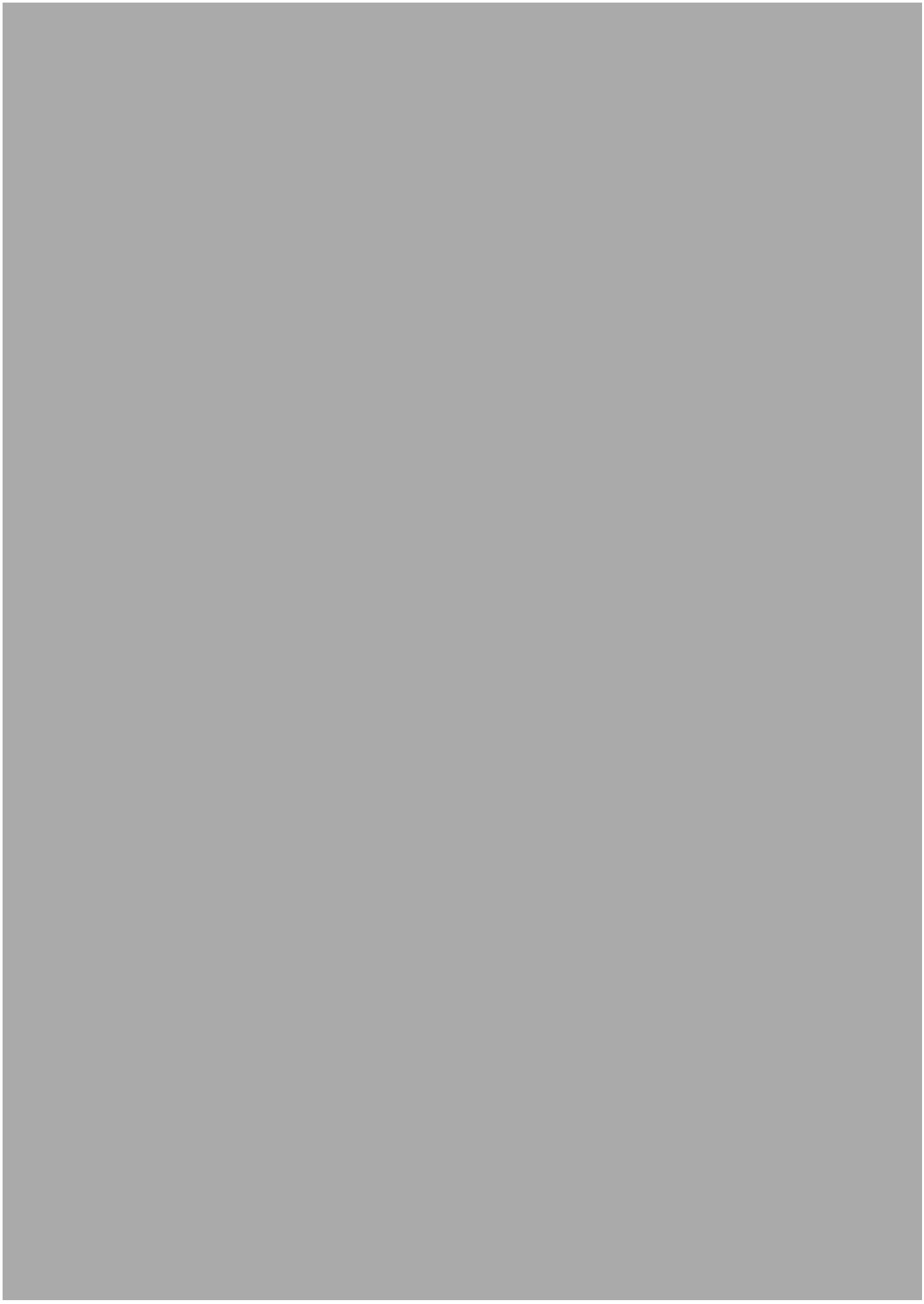


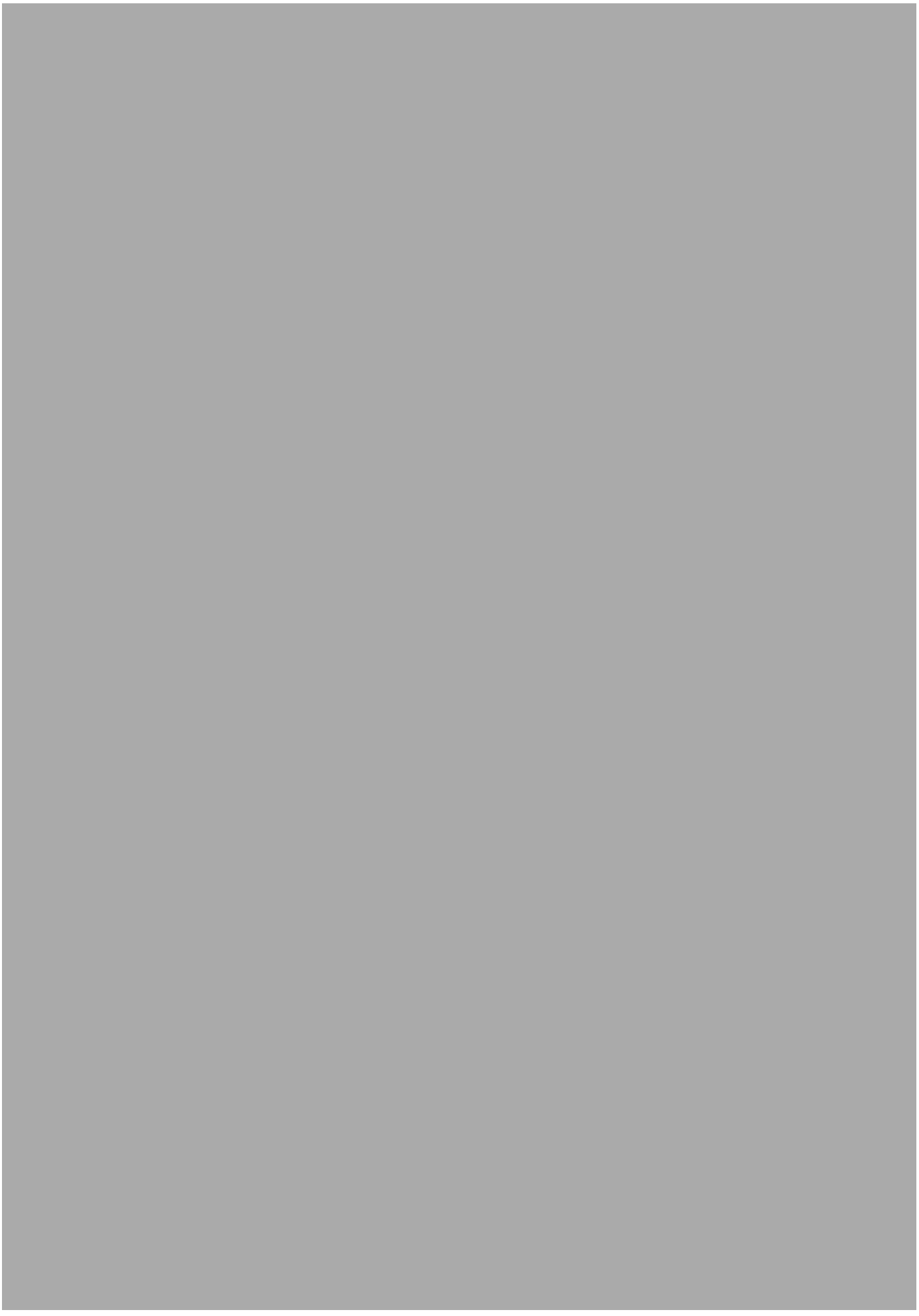


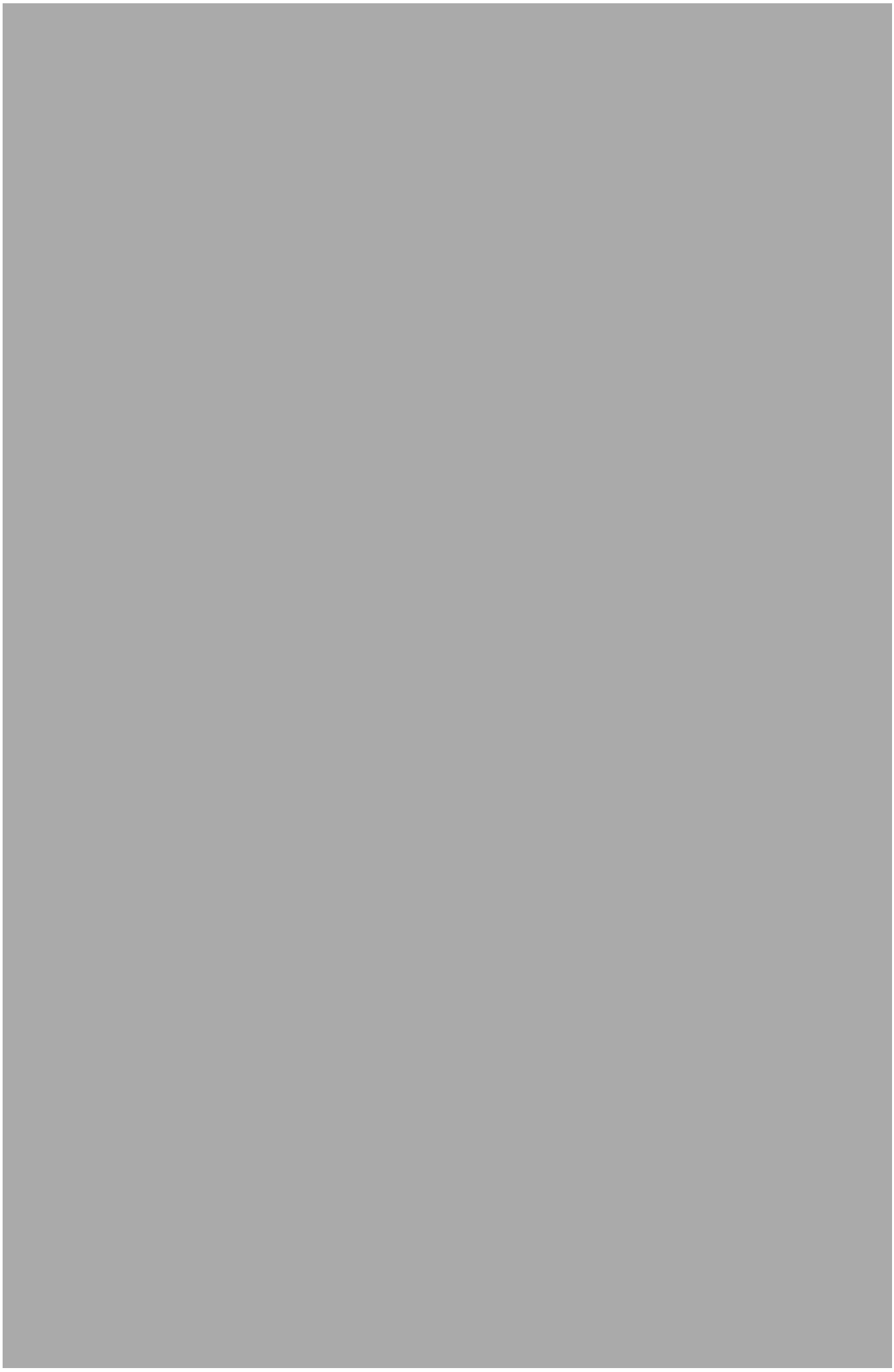


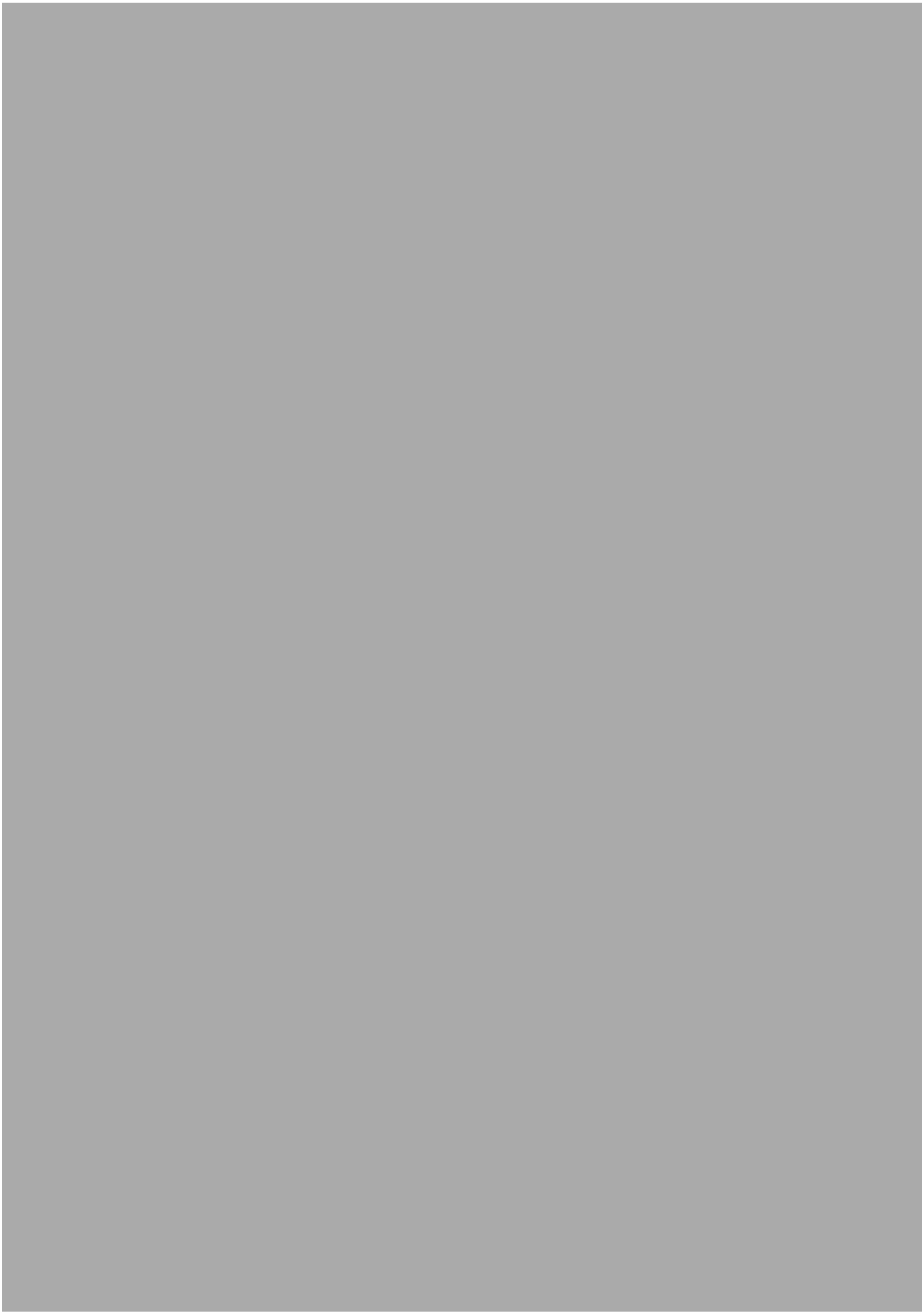


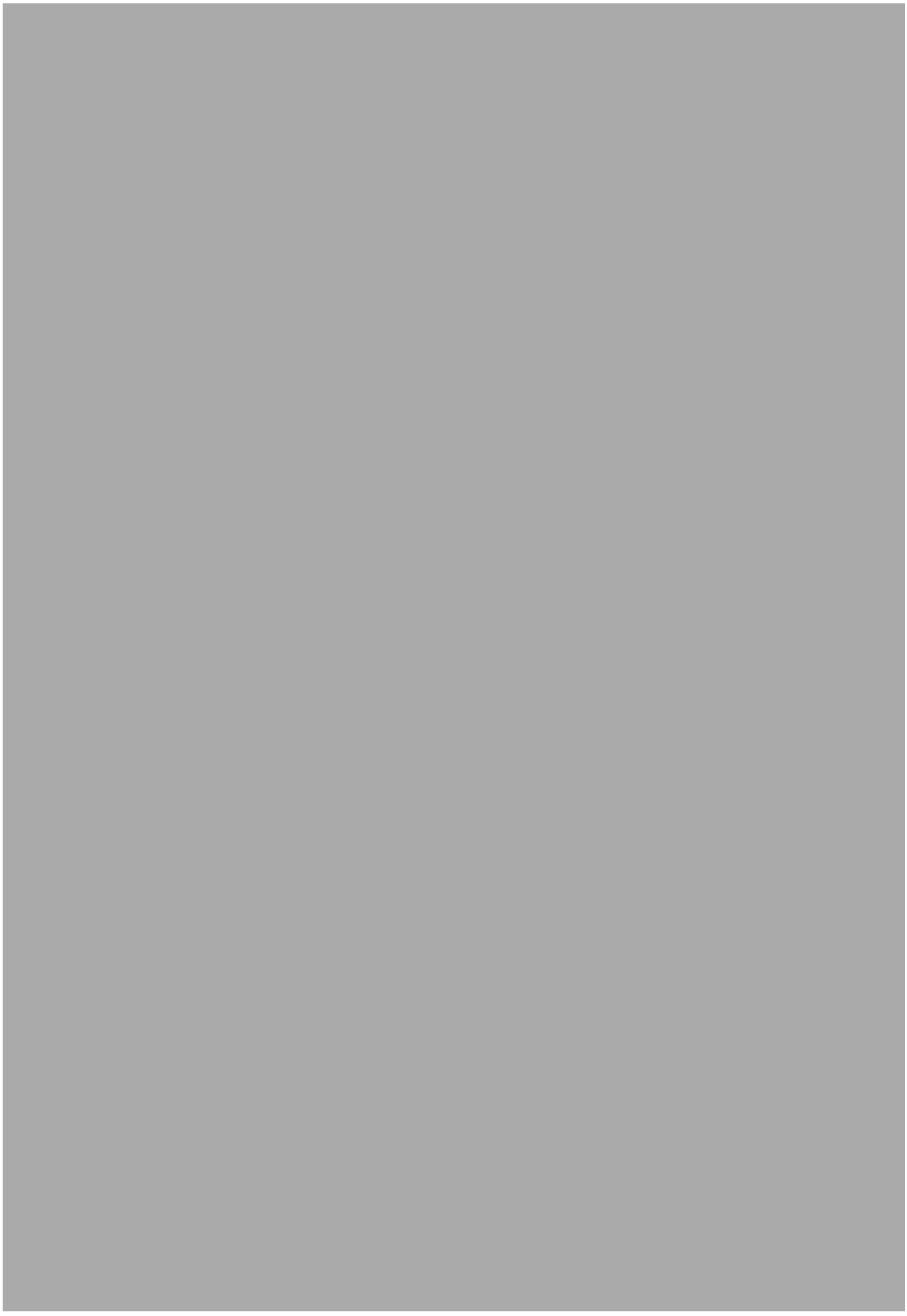


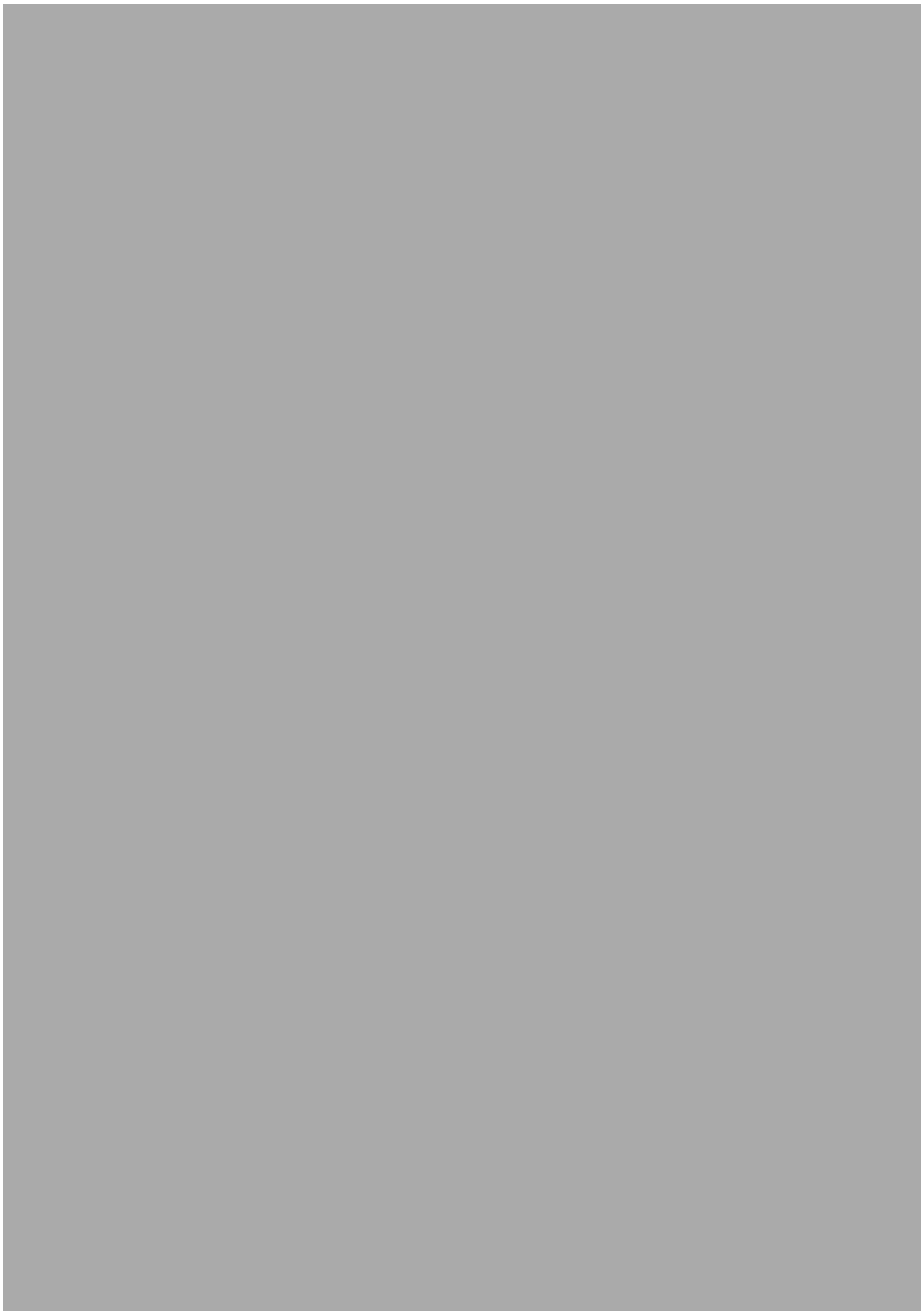


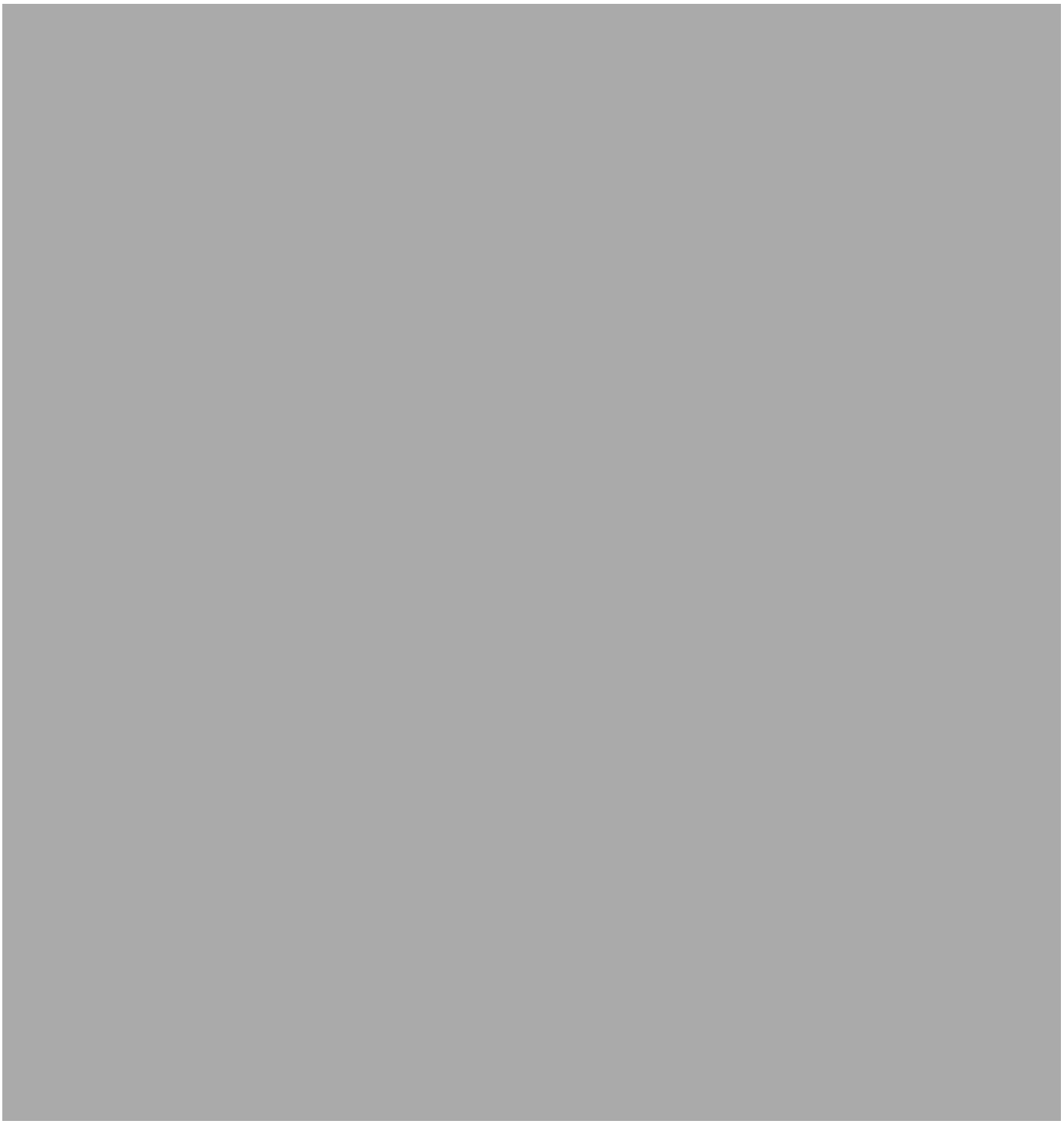


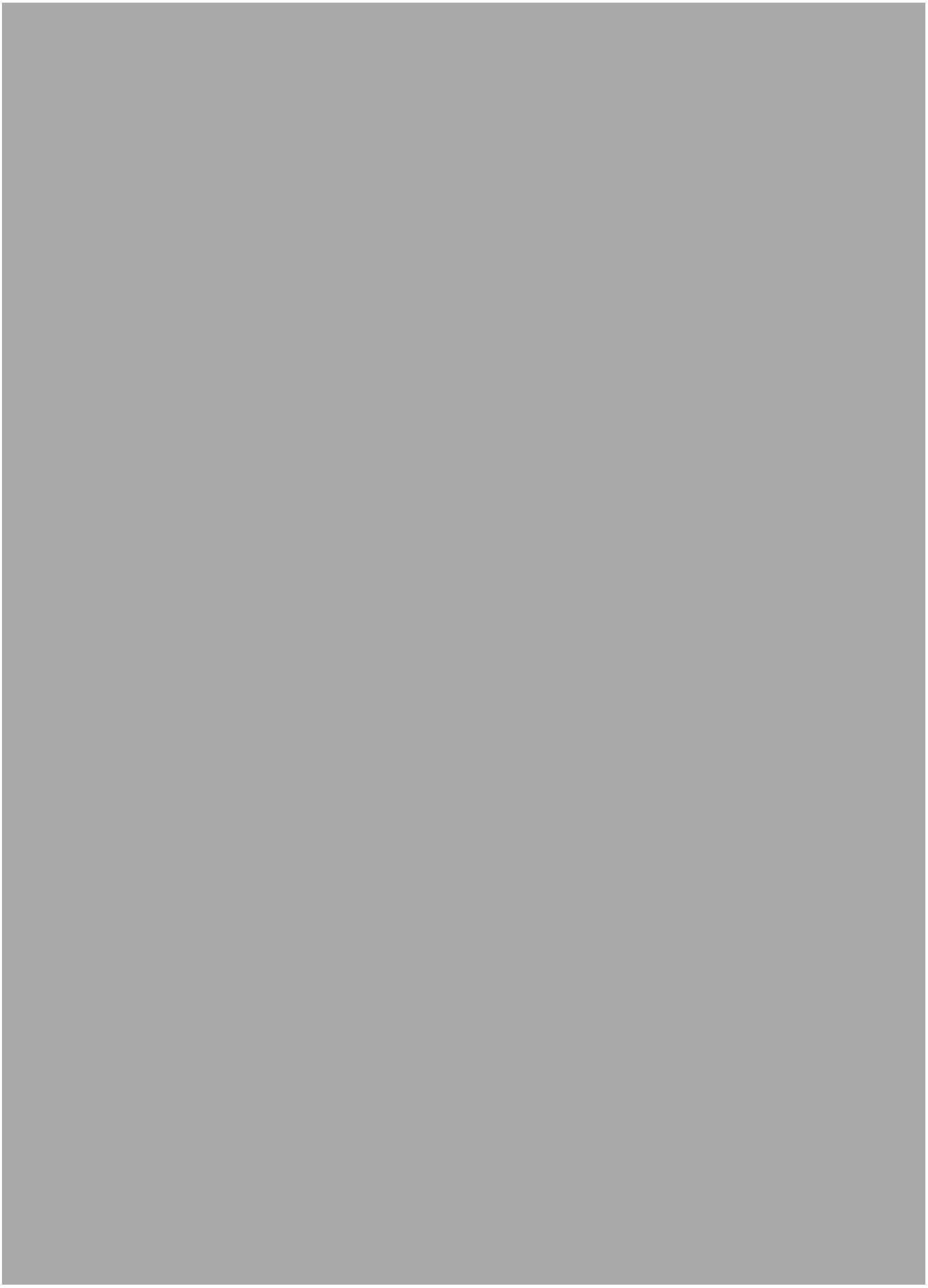


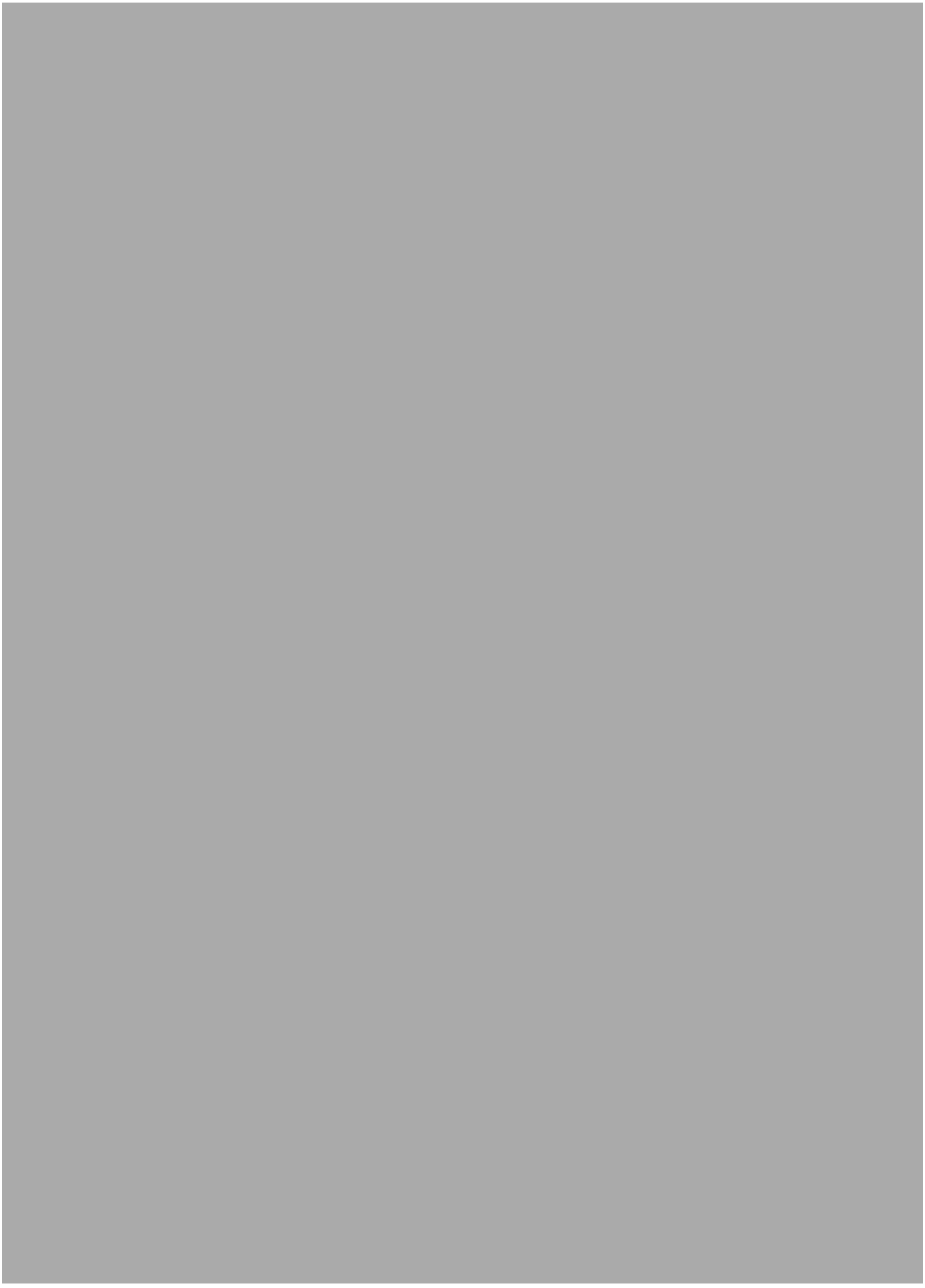


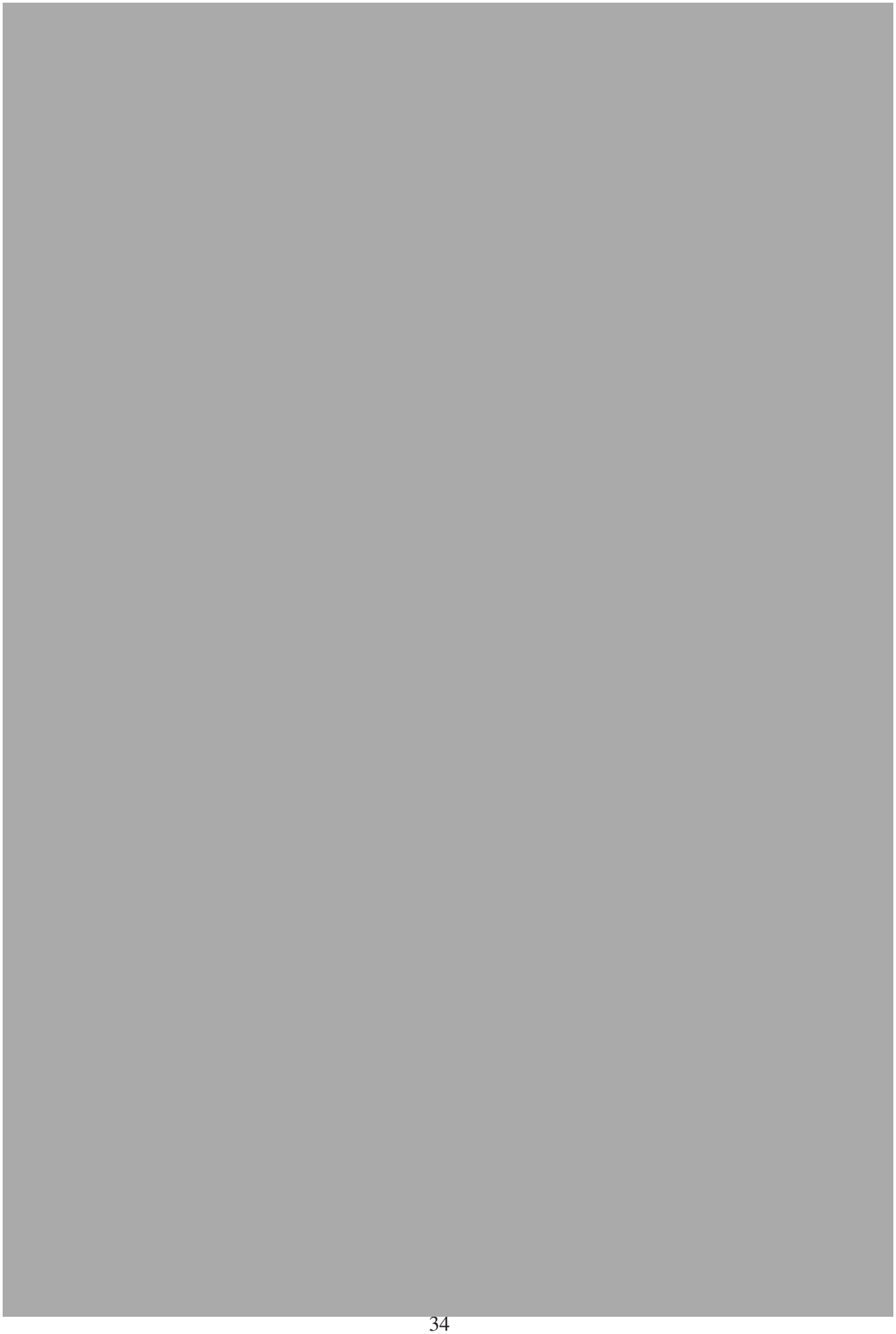


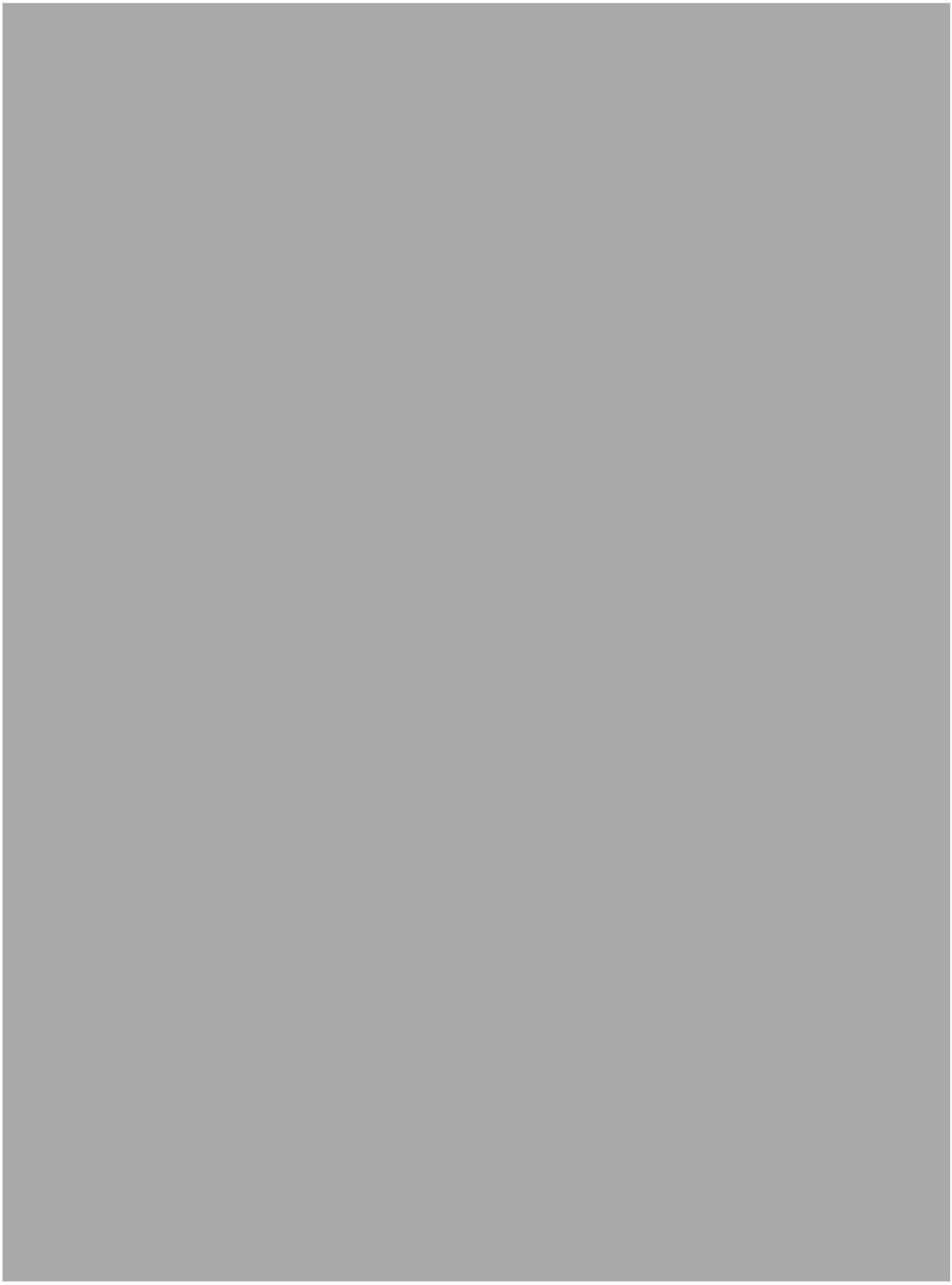


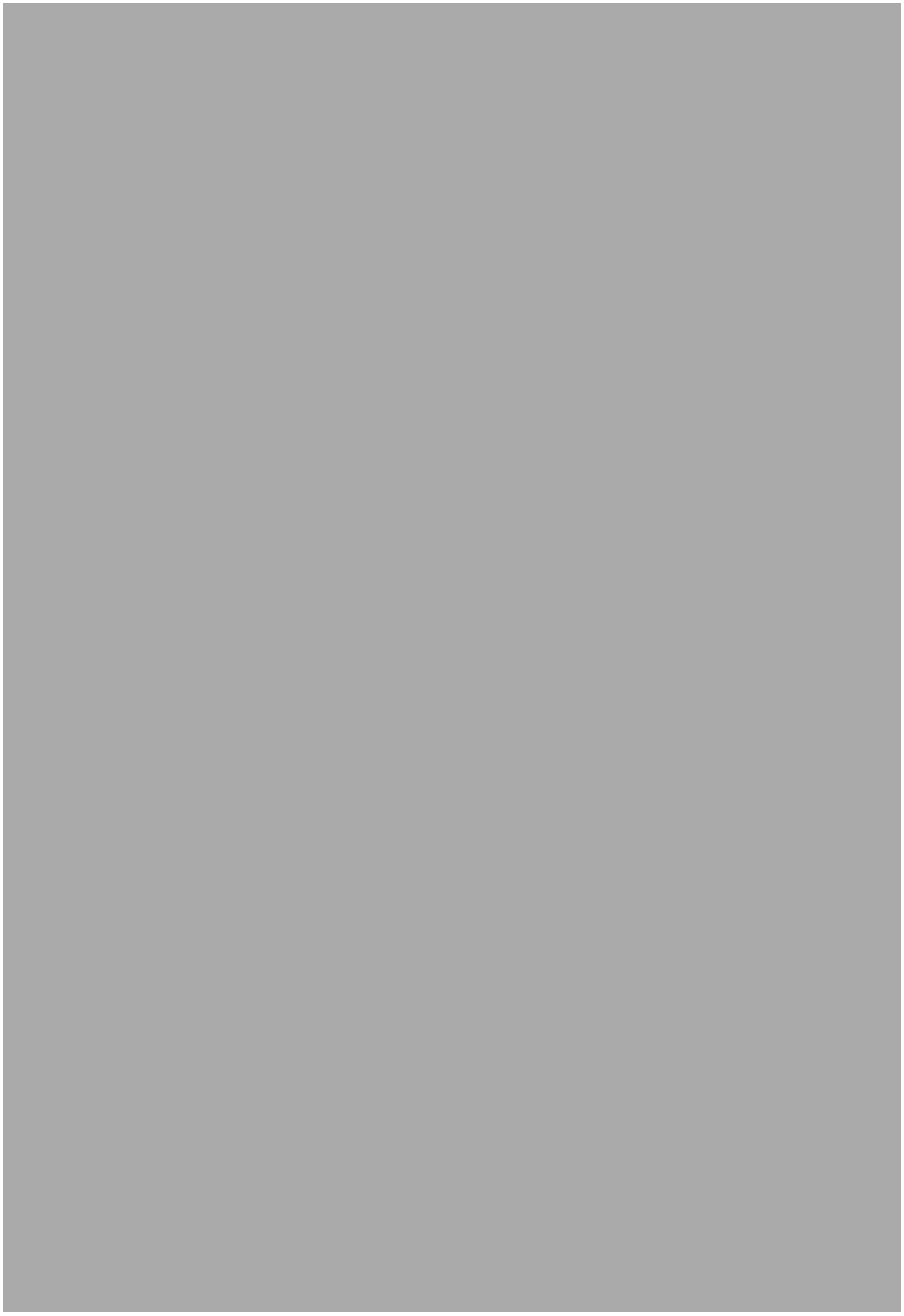


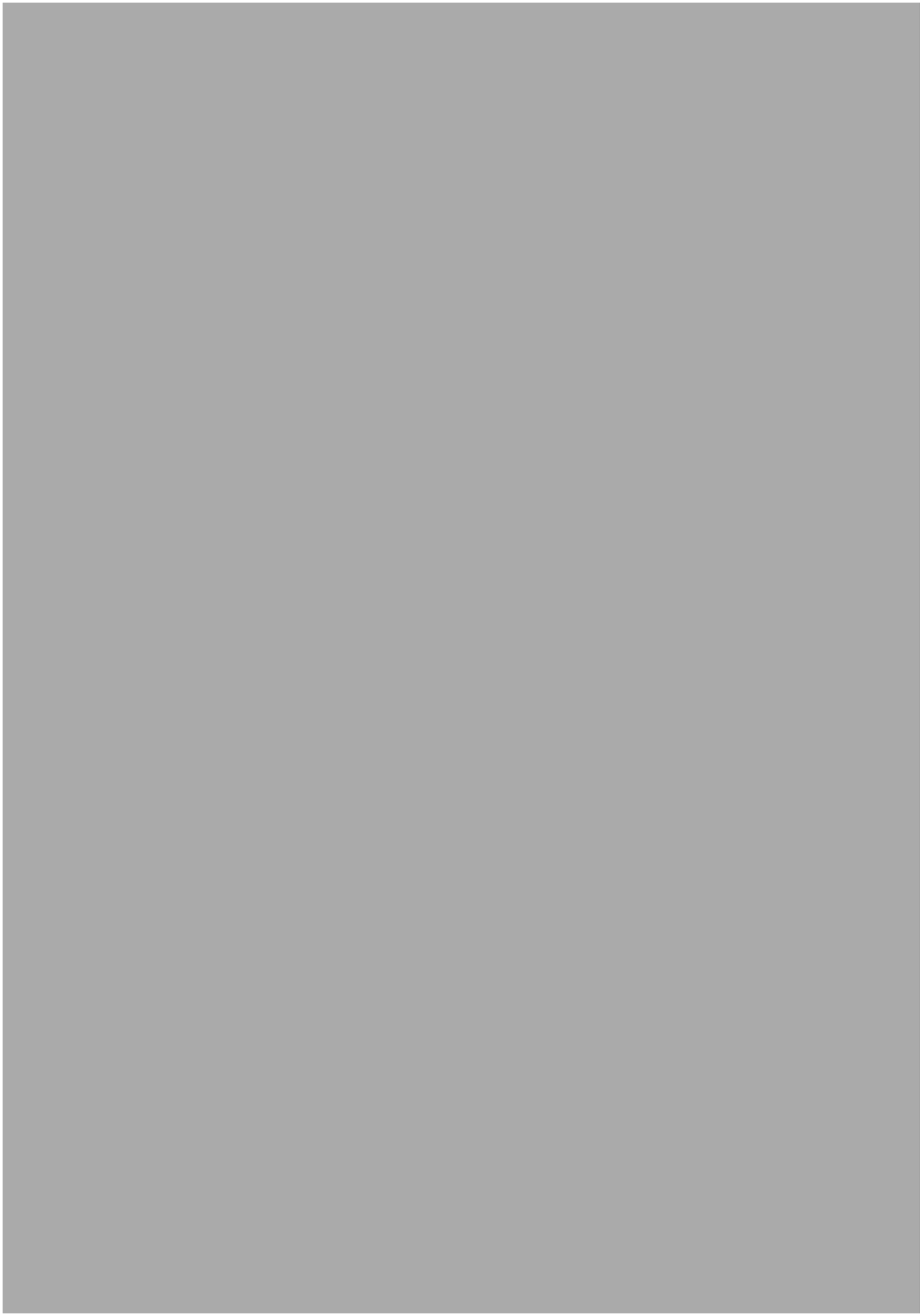














CONSORTIUM AGREEMENT JSP3

PARTIES:

(1) **The Netherlands Organisation for Scientific Research (NWO),** having its office in Utrecht, at Van Vollenhovenlaan 659 (3527 JP), the Netherlands, hereinafter referred to as "NWO"; legally represented by , director NWO Science.

(2) **Technische Universiteit Eindhoven,** having its office at Groene Loper 5 (5612 AE) Eindhoven, the Netherlands, hereinafter referred to as "TU/e"; legally represented by , president;

(3) **Technische Universiteit Delft**, having its offices at Stevinweg 1 (2628 CN) Delft, the Netherlands, hereinafter referred to as "TUD"; legally represented by , Rector Magnificus;

(4) **AMOLF,** having its office at Science Park 104 (1098 XG) Amsterdam, the Netherlands, hereinafter referred to as "AMOLF", legally represented by , Institute Manager;

(5) **University of Amsterdam, Institute of Physics,** having its office at Science Park 904 (1098 XH) Amsterdam, the Netherlands, hereinafter referred to as "UvA", legally represented by director Institute of Physics;

(6) **Shell Global Solutions international BV,** having its office at Kessler Park 1 (2288 GS), Rijswijk, the Netherlands, hereinafter referred to as "Shell"; legally represented by , ETC Manager

(7) **Eternal Sun Group,** having its office Wolga 11 (2491 BK), The Hague, the Netherlands, hereinafter referred to as "ESG"; legally represented by , CTO;

(8) **Stichting Energieonderzoek Centrum Nederland (Energy Research Centre of the Netherlands)**, a Dutch foundation whose registered office is at Westerduinweg 3 (1755 LE), Petten, the Netherlands, hereinafter referred to as "ECN"; legally represented by COO Executive Board;

(9) **Exasun B.V.,** having its office at Laan van Ypenburg 122 (2497 GC) The Hague, the Netherlands, hereinafter referred to as "Exasun" legally represented by , CEO.

(10) **Levitech B.V.** having its office at Versterkerstraat 10, 1322AP Almere, the Netherlands, hereinafter referred to as "Levitech"; legally represented by , CEO;

(11) **Tempress Systems B.V.**, having its office at Radeweg 31 (8171 MD) Vaassen, the Netherlands, hereinafter referred to as "Tempress"; legally represented by , General Manager.

Shell, ESG, ECN, Exasun, Levitech and Tempress together hereinafter referred to as the "Private Partners".

TU/e, TUD, AMOLF, UvA, together hereinafter referred to as the "Knowledge Institutes".

Knowledge Institutes and Private Partners together referred to as "Programme Partners" or "Partners".

Parties 1 through 11 are collectively referred to as "Parties" or individually as "Party".

WHEREAS:

The Programme Partners are interested in a research study on the subject of 'Towards high-efficiency hybrid tandem solar cells', as further detailed in the Programme Proposal as included in Appendix A (“the Programme”);

The Programme shall be executed in separate Projects performed by universities that have been selected for funding;

The Parties wish to set forth in this Agreement the specific terms and conditions for the execution of the Programme;

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The words and phrases below shall have the following meanings:

Affiliated Entity	means any legal entity that is under the direct or indirect control of a Programme Partner, or under the same direct or indirect control as the Programme Partner, control taking any of the following forms: a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; b) the direct or indirect holding, in fact or in law, of decision-making; In relation to Shell Affiliate shall mean (i) Royal Dutch Shell plc (“RDS”) and any company or other legal entity other than Shell, which, at the time in question, is directly or indirectly controlled by RDS; and (ii) any company or other legal entity which, at the time in question, is being managed or operated by Shell Global Solutions International B.V., or a company as defined in (i) above; or to which Shell Global Solutions International B.V., or a company defined in (i) above, is providing services under a construction, operating or technical services agreement on a cost sharing basis.
Agreement	this consortium agreement and all its Appendices;
Appendix	appendix to this Agreement;
Background	means all IPR, information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored), which are not publicly available when disclosed under this Agreement and that is not generated or conceived within this Research provided by a Party to another Party within the Research, with the exception of the Results. Each Party has identified in an exhaustive manner in Appendix C the Background that is contributed to this Programme for the purpose of carrying out the research.
Commercial Use	Commercial exploitation of the Results aimed at generating income, such as by the sale of products or services incorporating

	the Results. For the avoidance of doubt, Commercial Use does not include performing research using the Results.
Confidential Information	means all information, in whatever form or mode of transmission, which is disclosed by one of the Parties (the “Disclosing Party”) to any other Party (the ”Receiving Party”) for the purpose of executing the research after signing the Agreement (i) in case of information disclosed in documentary or other tangible form, by labelling same as “confidential”, or (ii) when disclosed in intangible form, such as orally or visually, by confirming the same in writing as “confidential” within fourteen (14) calendar days from disclosure;
Contributions	the in kind or in cash contributions of the Programme Partners as set out in the itemised budget contained in Appendix D;
Dissemination	means the disclosure of Foreground by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of Foreground in any medium;
Effective Date	The signing date by NWO, being the last Party to sign the Agreement
Fair and Reasonable Conditions	means terms and conditions resulting from negotiations between Partners, taking into account the specific circumstances, for example the actual or potential value of the relevant Foreground or Background and/or the scope, duration or other characteristics of the use envisaged;
Financial Contribution	monetary (in-cash) contribution by each Private Partner to NWO as set forth in Appendix D to this Agreement, in order to co-fund the Project
Foreground	means the Results, including information and know-how, whether or not they can be protected, which are generated in a Project. Such Results include rights related to copyright, design rights, patent rights, or similar forms of protection;
Grant	Grant to the Programme including the Financial Contribution, as approved by the Board of NWO Science, set forth in Appendix B to this Agreement.
In-kind Contribution	Any contribution other than a Financial Contribution, including, but not limited to contributions in the form of man hours, materials and (use of) equipment, as set forth in Appendix D to this Agreement. Rules for participation with an In-Kind Contribution are set forth in Appendix E to this Agreement.
IPR	means intellectual property rights, including industrial property rights, know-how, copyrights, neighboring rights and any similar right recognized from time to time in jurisdiction, together with all rights of action in relation to the infringement of any of the above.
Official	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone

	acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
Option	the right to acquire an exclusive or non-exclusive right to use and exploit the Results or acquire ownership, generated in a Project or the Programme to which a Partner contributes in a Field.
Progress Report	means a report on the progress of the Programme. Progress Reports include progress in terms of costs and man-hours for each Programme Partner;
Project	a part of the Research that is described in the Programme Proposal:
Programme Proposal	the document identifying the budget, organisation, objectives, milestones, time schedule and methodology of the Programme in Appendix A;
Programme Committee	the representatives nominated by each of the Partners, pursuant to Article 4 of this Agreement, in order to supervise the carrying out of the Programme;
Programme Leader	the leader of the Research as described in the Programme Proposal;
Project Leader	the researcher who supervises a Project as described in the Programme Proposal;
Public Information	means all information, in whatever form or mode of transmission, which is not marked as Confidential Information;
Research	the research Programme under this Agreement which is collectively funded by the Partners, described in more detail in the Programme Proposal;
Results	shall mean all inventions, information, materials, methods, processes, products, programs, software, findings and discoveries that is generated or conceived in a Project, and IPR thereto.
Software	means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression;
Steering Committee	final decision-making body with delegates from NWO and all in-cash funding Private Partners;
Third Party or Third Parties	means a company (companies), institute (institutes) or (non-governmental) organization (organizations) that is (are) not an Affiliated Entity nor a Party;

Use Outside The Project	means the direct or indirect utilization in activities other than implementation of this Programme.

2. PURPOSE AND SCOPE

2.1. The Research shall be undertaken by the Partners in accordance with the Programme Proposal, this Agreement and the terms of the Grant.

2.2. In case of any inconsistency between the terms and conditions of the aforementioned documents, the order of precedence in case of conflict or for the sake of interpretation shall be as follows:

1. the terms of the Grant;
2. this Agreement
3. the appendices to this Agreement.

3. PROGRAMME PROPOSAL AND RESPONSIBILITIES OF THE PARTNERS

3.1. The purpose and scope of the Programme as well as the cooperation and division of the work of the Programme between the Programme Partners including the precise value and share of each of the Programme Partners in the Programme and the deliverables and time schedule, is outlined in detail in the Programme Proposal.

3.2. General principles

3.2.1. Each Programme Partner undertakes to use reasonable efforts to take part in the efficient implementation of Programme and to cooperate, perform and fulfil, promptly and in time, all of its obligations under this Agreement as may be reasonably required. Furthermore, each Programme Partner agrees to carry out its part of the work as described in the Programme Proposal with professional care and diligence and to produce such deliverables as agreed in the Agreement.

3.2.2. Each Programme Partner undertakes to notify promptly any significant information, fact, problem or delay of which that Programme Partner becomes aware and which is likely to affect the Programme.

3.2.3. Each Programme Partner undertakes to use reasonable efforts to enable the Programme Leader and the Programme Committee to carry out its tasks. Each Programme Partner shall promptly provide all information reasonably required by the Programme Leader or the Programme Committee to carry out its tasks.

3.3. Breach

3.3.1. In the event the Steering Committee or a Programme Partner identifies a breach by a Programme Partner of its obligations under this Agreement, the Steering Committee will give written notice to such Programme Partner requiring that such breach be remedied within a reasonable period.

3.3.2. Upon prior approval of the Steering Committee the Programme Partner may for its own account request a Third Party to remedy the breach, which approval will not unreasonably be withheld or delayed. The Steering Committee may attach specific conditions to the approval.

3.3.3. If a breach is substantial and is not remedied in time or is not capable of remedy, the Steering Committee may decide to declare the Programme Partner a "Defaulting Programme Partner" and to decide on the consequences thereof which may include termination of its participation by written notice to the Defaulting Programme Partner without any legal proceedings. Such consequences will include proposals and actions aimed at minimizing the effects of the breach and repayment of payments received by the Defaulting Programme Partner. Such consequences may not include punitive measures of any kind.

3.3.4. For the avoidance of doubt, each Programme Partner also has the right to claim for specific performance of any obligation of any Defaulting Programme Partner resulting from this Agreement, allowing the Defaulting Programme Partner a reasonable period to remedy the breach and provided that the Programme Partner claiming specific performance was reasonably affected by the breach. In case the breach is not remedied in time, the claiming Programme Partner may cure or have cured the breach for the account of the Defaulting Programme Partner.

4. PROGRAMME MANAGEMENT

4.1. On behalf of NWO, [redacted] will act as the contact person. He will be the first point of contact for the Steering Committee, Programme Committee and the Project Leaders involved. He will act as secretary in both the Programme Committee and the Steering Committee.

4.2. The Programme Committee shall be responsible for monitoring and evaluating the progress of the various aspects within the Research (scientific, knowledge transfer, IP issues, budget and staffing). The Programme Committee shall submit proposals for major substantive and financial changes to the Steering Committee. The Programme Committee shall consist of the Programme Leader, Project Leaders, one representative from each Private Partner, and the secretary.

4.3. The Programme Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Programme Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Programme Committee, the respective decision will be taken by a majority of votes. The secretary shall have an advisory role in the meetings of the Programme Committee and has no voting right. Should the voting lead to a tie of votes (50-50%), then the decision will be made by the Steering Committee following the procedure described in Article 4.5.

4.4. The Programme Committee will meet on a regular basis. Minutes of the meetings of the Programme Committee shall be drafted by the secretary and transmitted to the Partners without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Partners if, within 14 days from receipt, no Programme Partner has objected in writing to the Programme Leader. The Programme Leader will collect progress reports from the Partners as required under this Agreement and the terms of the Grant.

4.5. The Steering Committee is responsible for overall vision and mission of the programme, for making available the committed cash contributions, and for approving adaptations (if any) to the Programme and/or Programme financing. The Programme Committee will make a proposal for any adaptations required to the Steering Committee. The Programme Leader will have a strong advisory role in the Steering Committee, but will have no vote. The Steering Committee shall only meet if one or more of the Partners see(s) reason for it to do so. Meetings may be held in person or by any communication means. In-cash contributing Partners are represented in the Steering Committee by one (L) representative. At the start of the Research, the Steering Committee shall consist of the following members:

[redacted], Shell, member;
[redacted], NWO head Strategic Partnerships, member;
[redacted], Programme Leader, guest (no vote);
[redacted], NWO programme coordinator, secretary (no vote).

4.6. The Steering Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Steering Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Steering Committee, the issue shall be submitted to the higher tier directors of the Partners. If they are unable to resolve the matter to the general satisfaction of the Partners, Article 17 shall apply.

4.7. The Programme Leader reports to NWO.

4.8. The Programme Leader will:

a) be the primary contact for NWO;
b) be responsible for the day-to-day management of the Programme;
c) chair the meetings of the Programme Committee;
d) will arrange for the (financial) administration of the Programme as required under terms of the Grant;
e) be responsible for implementing decisions taken by the Programme Committee or Steering Committee; and
f) monitor the progress of the Programme with respect to milestones and deliverables as described in the Programme Proposal.

4.9. In case the Programme Leader or one of the other Partners in the Project is assigned to receive subsidy payments and to pass payments to the other Partners, the Programme Partner receiving the subsidy payment will forward the payments to the other Partners within twenty one (21) calendar days after receipt of a subsidy payment from the granting authority. Each Programme Partner will provide in writing its bank account information.

4.10. A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision may exercise a veto with respect to the corresponding decision or relevant part of the decision.

5. DURATION

5.1. This Agreement shall be effective as of the Effective Date.

5.2. This Agreement shall remain in full force until the date of termination or the date of conclusion of the Programme ("the Term") through a Grant closure decision, i.e. until the final settlement of the grant by NWO or terminated earlier in accordance with the provisions of Article 17. The provisions relating to definitions & interpretation, IPR and Confidential Information, for the time period mentioned therein, as well as those relating to liability, applicable law and settlement of disputes shall survive the expiration or termination of this Agreement.

6. LIABILITY and WARRANTIES

6.1. Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the Agreement, will be determined in accordance with applicable law.

6.2. No Party shall be liable to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act. For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Appendix A provided such damage was not caused by a wilful act or gross negligence.

7. ADDITION OF NEW PARTNERS

7.1. New Partners may join this Agreement as Programme Partner with the unanimous agreement of all Partners.

7.2. New Partners shall be bound by the terms of this Agreement and such other conditions as the Programme Committee and NWO may specify.

8. SUBCONTRACTING

A Programme Partner that enters into a subcontract or otherwise involves Third Parties in this Programme remains solely responsible for carrying out its relevant part of the Programme and for such Third Party's compliance with the provisions of this Agreement. It has to ensure that any Third Party is bound by the same confidentiality obligations as the Programme Partner and that the involvement of Third Parties does not affect the rights and obligations of the other Partners under this Agreement.

9. WITHDRAWALS

9.1. No Programme Partner may withdraw from the Programme without the prior unanimous consent of the Steering Committee.

9.2. In the event of withdrawal of a Programme Partner (the "Withdrawing Programme Partner"), the Steering Committee will make all reasonable attempts to reallocate the obligations and the remaining funding of the Withdrawing Programme Partner under this Agreement to another Partner or Third Party.

9.3. The Withdrawing Programme Partner shall not be entitled to recover any of its remaining costs incurred in connection with the Programme and shall comply with the following conditions:

9.3.1. rights granted to the other Partners in respect of the Withdrawing Programme Partner's Background and Foreground shall continue subject to the restrictions contained in this Agreement;

9.3.2. to the extent that exploitation of any other Programme Partner's Foreground is dependent on the Withdrawing Programme Partner's Background, then the Withdrawing Programme Partner shall, subject to any existing third party obligations, grant to the other Partners licence to such Background in accordance with this Agreement, unless otherwise agreed between Partners.

9.3.3. the Withdrawing Programme Partner shall grant to the other Partners a non-exclusive, royalty-free licence to use the Withdrawing Programme Partner's Foreground for the

purposes of carrying out the Project. Any exploitation or other use of such Withdrawing Partners Foreground will be dealt with in accordance with the terms of this Agreement;

9.3.4. all rights acquired by the Withdrawing Programme Partner to the Background and Foreground of the other Partners shall cease immediately other than in respect of the Withdrawing Programme Partner's interest in any jointly owned Foreground.

9.3.5. In the event that after the Effective Date any Third Party would acquire, directly or indirectly, the ownership or control over of a Programme Partner, the Steering Committee may decide to terminate this Agreement, with respect to such Programme Partner, the provision of Article 9.3.1 being correspondingly applicable to such Programme Partner. Such decision must be taken within 60 days from the date such change of control has been made public. If the other Partners would not agree unanimously to such termination, any Programme Partner may withdraw from the relevant Project Agreement without any liability to the other Partners within 60 days thereafter. In this case the provisions of Article 17 will apply correspondingly.

9.3.6. When TNO acquires, directly or indirectly, the ownership or control over ECN or in the event that TNO and ECN desire that all rights and obligations of ECN under this Agreement are assigned to TNO, the other Partners herewith agree to such transfer of ownership or control or to such assignment of the rights and obligations of ECN. ECN shall as of then become a Withdrawing Programme Partner automatically.

10. FUNDING, FINANCIAL MANAGEMENT AND FINANCIAL PROVISIONS

10.1. The financial arrangements for the Programme shall be set out in Appendix D and overseen by the Programme Committee.

10.2. Throughout the Term, each Private Partner shall pay to NWO the Financial Contribution set forth in Appendix D to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.

10.3. With respect to the invoicing referred to in Article 10.2, Private Partners will provide NWO with the information and, if applicable, purchase orders, as set forth in Appendix D to this Agreement.

10.4. The Financial Contribution mentioned in Appendix D includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

10.5. NWO shall apply the Financial Contributions to grant the Programme according to the Programme Proposal as set forth in Appendix A.

10.6. In case a Private Partner makes an In-Kind Contribution, as approved by NWO and as set forth in Appendix D, said Private Partner shall account for this In-Kind Contribution as set forth in Appendix E. If a Private Partner fails to account in such a way for (a part of) the In-Kind Contribution Partners will discuss and decide jointly about the consequences and/or solutions of the shortcoming, such as, but not limited to, alternatives to deliver the Contribution or withdrawal of that Private Partner from the Programme.

10.7. NWO will start the payment of the Grant to the Programme only after the Effective Date and after it has received a completed starting form (Startformulier, see granting letter (Appendix B). The Grant can only be used for costs made after the Effective Date. In case additional budget in the form of TKI allowance is applied for, the Grant (including the TKI allowance) can only be used for costs made after the application date for the TKI allowance; in such case, the Programme can thus start

only after this application date instead of the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant (including the TKI allowance) is for the risk and on the expenses of that Knowledge Institute.

10.8. Disbursements on behalf of the Programme budget are only possible until the Programme end date, unless

a) the approved budget includes a financial reservation to be paid after the Programme end date,

or

b) the Grant closure decision by NWO allows – on request of the Project Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision, provided (in both cases) that the commitment concerned has been made before the Programme end date.

10.9. The Programme Leader will prepare and submit to the Programme Committee an up to date financial status report of the Programme on a bi-annual basis.

11. FUNDAMENTALS AND ETHICS

11.1. Business ethics and conflicts of interest

Each Party shall uphold the highest standards of business ethics in the performance of this Agreement and shall require its directors, officers, employees, consultants, agents and contractors to conduct themselves in accordance with principles of integrity, fairness and transparency when performing this Agreement.

11.2. Conflict of interest and corrupt practices

Each Party shall avoid any conflict of interest between its own interests and the interests of the other Partners in dealing with organisations or individuals doing or seeking to do business in connection with this Agreement.

11.3. No Party will, directly or indirectly, receive from or give or offer to give anything of material value to any other Party, its University, employee or other persons, including Officials, in connection with this Agreement, other than specifically stated in the Project Proposal. A Party will promptly notify the other Partners of any violation of this clause.

11.4. Unless explicitly agreed otherwise in writing, none of the Partners is entitled to act or make legally binding declarations on behalf of any of the other Partners. Nothing in this Agreement shall be deemed to constitute a joint venture, agency or any other kind of formal business grouping or entity between the Partners.

11.5. Health, Safety, Environment & Security

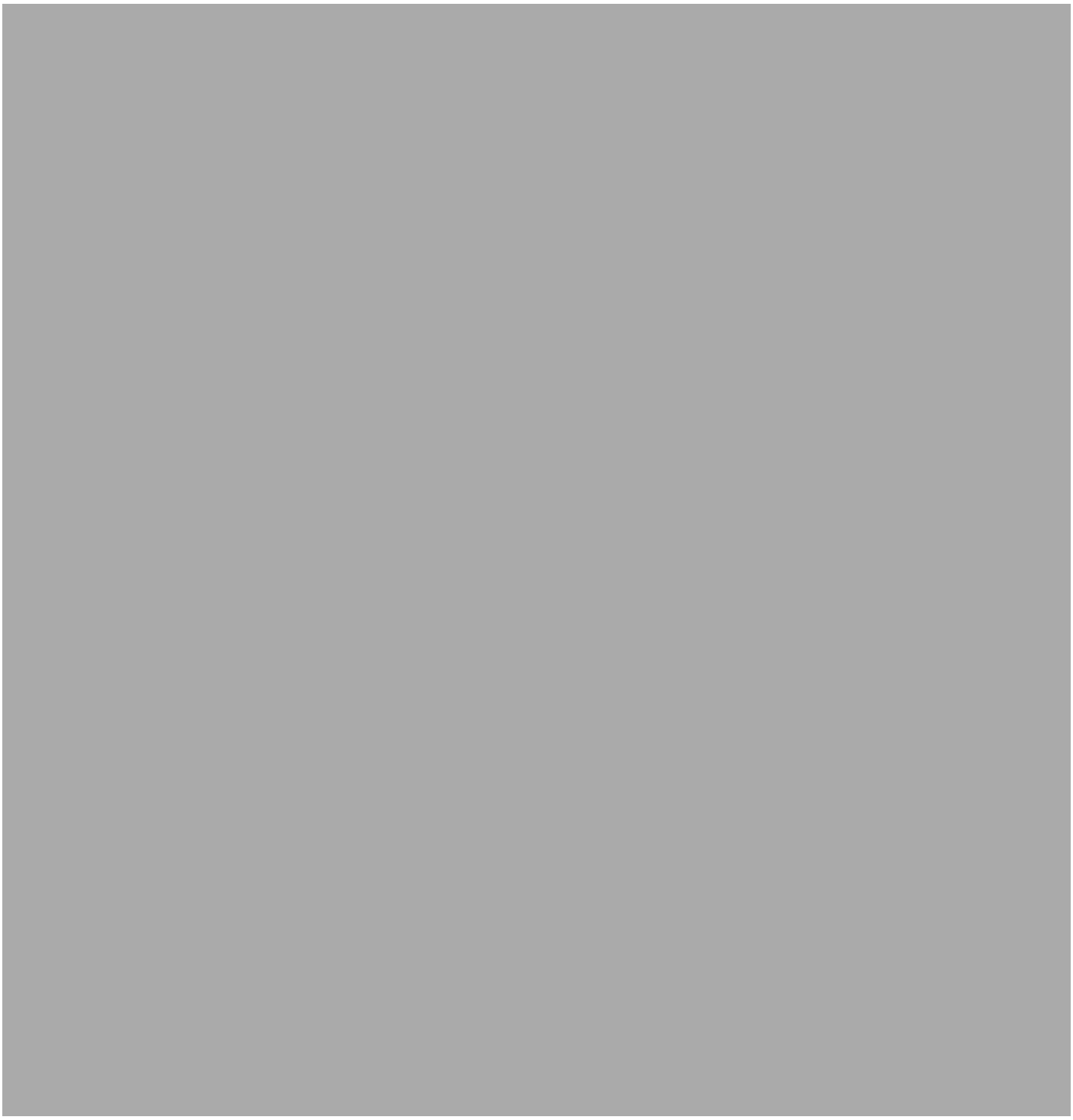
The Partners shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules (Appendix F).

- Whenever Parties' personnel are on a worksite of another Party they shall behave in a manner which is consistent with the rules of that Party. Whenever Parties are on a Shell worksite they shall behave in a manner which is consistent with Shell 's requirements for the management of health, safety, security, and the environment set forth herein as well as

any related rules, procedures or codes of practice in force at the relevant worksite. The Parties shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules.

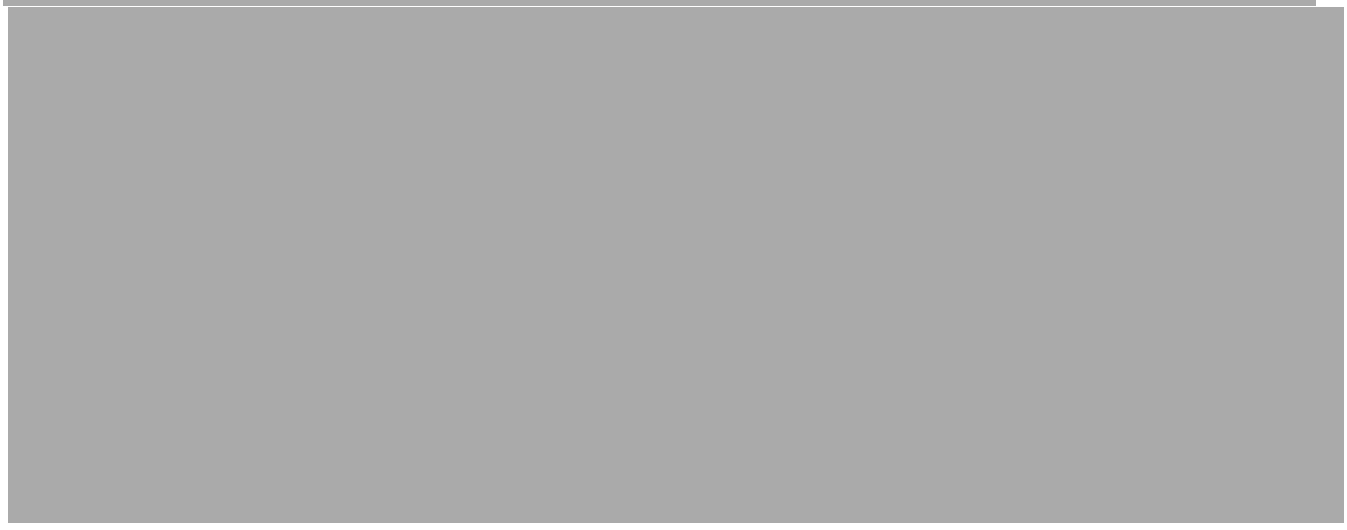
- Each Party confirms having received a copy of Shell's Life Saving Rules (or alternatively, has taken notice of the Life Saving Rules at http://www.shell.com/home/content/environment_society/safety/culture/).
- Each Party is solely responsible for determining the nature and scope of the health, safety, security and environmental risks associated with the work of the Party and its personnel in connection with the Agreement. Each Party assumes all responsibility and liability for such risks. Each Party and its personnel shall perform the scope without interfering with the operations of Shell or Affiliates of Shell or of any other Parties at the worksite.

12. BACKGROUND



13. FOREGROUND





14. USER RIGHTS AND/OR TRANSFER OF OWNERSHIP OF FOREGROUND





15. NON-DISCLOSURE AND DISCLOSURE OF INFORMATION AND DISSEMINATION OF FOREGROUND

One of the main objectives of the Programme is to generate and disseminate new knowledge. Only Public Information may be disclosed to Third Parties without any restriction and Foreground may only be disseminated, if Partners' rights regarding ownership, transfer of ownership and access rights are respected and the classification of such Foreground has been taken into account.

Before disclosing any Confidential Information to any Receiving Party, the Disclosing Party shall inform the Receiving Party's primary point of contact as mentioned in Article 21 of the nature of such information. The Receiving Party, acting in good faith, shall be entitled to refuse to receive such Confidential Information (for example, to avoid contamination of the Receiving Party's and/or its Affiliates' existing know-how) and, to the extent that the Disclosing Party does disclose Confidential Information to the Receiving Party after the Receiving Party has indicated that it does not wish to receive such information, the Receiving Party and its Affiliates shall (in the absence of further written agreement) be entitled to regard such information as non-confidential and be free to use and disclose it entirely as they see fit and for any purpose.

15.1. Non-Disclosure of Confidential Information

For Confidential Information the Receiving Parties hereby undertake for a period expiring five [5] years after the completion of the Project, unless otherwise decided by the Partners involved:

a) to preserve the confidentiality of all Confidential Information;

b) not to use Confidential Information otherwise than for the purpose for which it was disclosed;

c) to use such Confidential Information only for the implementation of the Project unless otherwise agreed with the Disclosing Party;

d) not to disclose Confidential Information to a Third Party without the prior written consent of the Disclosing Party;

e) to ensure that internal distribution of Confidential Information by a Receiving Party shall take place on a strict need-to-know basis; and

f) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Receiving Party including all copies thereof and to delete all Confidential Information stored in a machine readable form. If needed for the recording of on-going obligations, the Receiving Party may however request to keep a copy for archival purposes only. Further, the Receiving Party is not obliged to return or delete routinely created back-up copies of electronic documents containing Confidential Information until the copies are deleted in the ordinary course of business.

15.2. Notwithstanding Article 15.1 sub d, a Receiving Party shall be allowed to disclose Confidential Information of the Disclosing Party to an Affiliated Entity of the Receiving Party and such Affiliated Entity shall be allowed to use such Confidential Information for the purpose for which it was disclosed provided such Affiliated Entity:

a) needs to know and use such Confidential Information in furtherance of completing work under the Project;

b) has been informed of the confidential nature of the Confidential Information in question; and

c) is bound by obligations no less stringent than those assumed hereunder.

15.3. The Receiving Party shall be responsible for the fulfilment of the above obligations on the part of its employees and shall ensure that its employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of their employment.

15.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Receiving Party can show that:

a) the Confidential Information is or has become publicly available by means other than a breach of the Receiving Party's confidentiality obligations;

b) the Disclosing Party subsequently informs the Receiving Party that the Confidential Information is no longer confidential;

c) the Confidential Information is communicated to the Receiving Party without any obligation of confidence by a Third Party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

d) the Confidential Information, at any time, was developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party; or

e) the Confidential Information was already known to the Receiving Party prior to disclosure.

15.5. The Receiving Party shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

15.6. After a Party becomes aware of unauthorised disclosure, misappropriation or misuse, that Party shall promptly advise the other Party or Partners in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information.

15.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

a) notify the Disclosing Party; and

b) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

15.8. Dissemination of Public Information

Each Programme Partner shall ensure that Public Information is disseminated as swiftly as possible.

15.9. Each Programme Partner undertakes to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree which includes its Foreground or Background. However, confidentiality and publication articles have to be respected.

16. PUBLICATION

16.1. Before any proposed publication in connection with or relating to the Programme each Programme Partner will ask prior permission of the other Partners in accordance with the following procedure.

16.2. A copy of any publication shall be sent to the other Partners at the earliest time possible. Any of the Partners may object to the publication within 30 days after receipt of a copy of the proposed publication on any of the following grounds: (i) that they consider that the protection of the objecting Programme Partner's Foreground and/or Background would be adversely affected by the proposed publication or (ii) that the proposed publication includes Confidential Information of the objecting Programme Partner.

16.3. The proposed publication shall not take place until the expiry of the above period of 30 days. In the absence of any written objection within the above mentioned period, it is deemed that the Partners agree to the proposed publication. In the event that an objection is raised on any of the above defined grounds within the above period of 30 days, the Programme Partner proposing the publication and the Programme Partner objecting shall seek in good faith to agree a solution on a timely basis whereby such objection is resolved and the scientific quality is maintained.

16.4. The Partners undertake to cooperate to allow the timely submission, examination, publication, defence of any dissertation or thesis for a degree.

16.5. The publication may be postponed for a maximum period of three (3) months, as from the date the request for publication was made, in order for the protection of IPR.

16.6. For the avoidance of doubt, this procedure shall be applicable regardless of the content of the proposed publication.

17. TERMINATION

17.1. In addition to the remedies contained in Article 9 (Withdrawals), in the event that any Programme Partner shall commit any breach of or default in any terms or conditions of this Agreement, the Programme Committee may decide by unanimous vote of the non-defaulting Partners to serve written notice of such breach or default on the Defaulting Programme Partner and in the event that such Programme Partner fails to remedy such default or breach within 30 days after receipt of such written notice any of the Partners may, at their option and in addition to any other remedies which they may have at law or equity, remove the Defaulting Programme Partner and continue with the Project. Any removal of the Defaulting Programme Partner shall be reported to NWO.

17.2. If any Programme Partner (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Programme Partner's winding-up or dissolution; or makes an administration order in relation to that Programme Partner; or if any Programme Partner (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Programme Partner; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining members of the Programme Committee shall meet to suspend or terminate that Programme Partner's involvement in the Programme Committee and the Project. Any removal of the Defaulting Programme Partner shall be effective as of the date of the receipt of such notice whereupon the provisions of Article 9.3 shall apply to the defaulting Programme Partner.

17.3. In the event a Programme Partner is declared a Defaulting Programme Partner this Agreement will automatically be terminated towards this Programme Partner by written notice and without any legal proceedings.

17.4. In the event that it is agreed by all the Partners that there are no longer valid reasons for continuing the Programme, the Steering Committee may decide by unanimous vote to terminate the Programme.

18. BUSINESS PRINCIPLES; SUPPLIER PRINCIPLES; CODE OF CONDUCT

18.1. Each Party acknowledges that it has (a) received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at http://www.shell.com/sgbp) and the Shell Supplier Principles (or alternatively taken note of the Shell Supplier Principles at http://www.shell.com/suppliers) (collectively the "Business Principles"); (b) received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at http://www.shell.com/codeofconduct); and (c) been made aware of the Shell Global Helpline at http://www.shell.com/report_concerns/index.html. Each Party agrees that it will adhere to the principles contained in the Business Principles (or where other Parties have adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of Shell in connection with the Agreement and the business resulting therefrom. In the event that Shell or any of its Affiliated Entities supply staff that work on behalf of Shell or represent Shell, each Party commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct. Each Party will notify Shell immediately if it becomes aware of any behaviour by Shell staff, Parties or their Affiliated Entities which is, or may be, inconsistent with the Business Principles, the Shell Code of Conduct or, where the Party has adopted equivalent principles, their equivalent.

18.2. At Shell's request, a Partner will provide information to Shell as required to complete and fully respond to Shell's usual supplier questionnaires and due diligence to confirm compliance by Parties and their Affiliated Entities with Business Principles. As part of Shell's due diligence, Parties will grant Shell or its representative's reasonable access to Parties' facilities and sites which is necessary in order to review a Parties compliance with this Article 18.

19. COMPLIANCE WITH ANTI-BRIBERY LAWS; INTERNAL CONTROLS; TRADE CONTROL LAWS

19.1. Each Party represents and warrants that, in connection with the Agreement or the business resulting therefrom: (a) it is knowledgeable about anti-bribery laws applicable to the performance of the Agreement and will comply with all such laws; (b) neither it nor an Affiliated Entity have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.

19.2. Each Party undertakes to immediately notify other Parties if in connection with the Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage.

19.3. Shell confirms that its appointment of other Parties was expressly made on the basis that anti-bribery laws and the Business Principles would not be violated. Each Party acknowledges that the contents of the Agreement may be disclosed by Shell to Third Parties for the purposes of demonstrating compliance with this Article.

19.4. Each Party and its Affiliated Entities shall maintain adequate internal controls and procedures to assure compliance with anti-bribery laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

19.5. Each Party acknowledges that it is familiar with and will comply with all applicable trade control laws. Without prejudice to the foregoing, other Parties will provide Shell, in writing, with the relevant Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any dual-use or military items (i.e. goods, software, or technology) as well as Harmonized System Codes for any items provided pursuant to this purchase order. Unless otherwise agreed between the Parties, each Party shall be responsible for obtaining all necessary import and export licenses as required by applicable trade control laws for any goods, software, or technology provided by or on behalf of that Party pursuant to this purchase order. Where such licenses or authorizations are obtained, each Party shall provide Shell written notice of all applicable conditions, including but not limited to those restricting the further export, use or release of the goods, software or technology. Each Party, shall indemnify, defend, and hold harmless the other Parties, and Affiliated Entities from and against any and all losses, damages, costs (including legal fees), claims, expenses, fines and penalties incurred or suffered as a result of Party's non-compliance with trade control laws.

20. NON-ASSIGNMENT

This Agreement and any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Programme Partner other than to their respective Affiliated Entities, in whole or in part, without the express prior written consent of the other Programme Partners. Notwithstanding the former, ECN shall be entitled to assign all its rights and obligations under this Agreement to the Netherlands Organization for Applied Scientific Research TNO.

21. NOTICES

Any notice to be given under this Agreement shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to SHELL

Shell Global Solutions International BV

Address: Grasweg 31, 1031 HW, Amsterdam, NL

Email: [redacted]@shell.com

Attention:

if to the ETERNAL SUN GROUP

Eternal Sun Group

Address Wolga 11 (2491 BK), The Hague, the Netherlands

Email: @eternalsun.com

Attention:

if to the STICHTING ENERGIEONDERZOEK CENTRUM NEDERLAND (ECN)

Stichting Energieonderzoek Centrum Nederland

Address Westerduinweg 3, 1755 LE, Petten

Email: @ecn.nl

Attention:

if to EXASUN

Exasun BV

Address: Laan van Ypenburg 122, 2497 GC, The Hague

Email: xasun.com

Attention:

if to LEVITECH B.V.

Levitech

Address: Versterkerstraat 10, 1322AP Almere, The Netherlands

Email: @levitech.nl

Attention: Ernst Granneman

Email: levitech.nl

Attention:

if to TEMPRESS SYSTEMS B.V.

Tempress Systems B.V.

Address: Radeweg 31, 8171 MD VAASSEN

Email: [redacted]tempress.nl

Attention: [redacted], CTO

if to the TECHNISCHE UNIVERSITEIT DELFT (TUD)

Technische Universiteit Delft

Address: Mekelweg 4, 2628 CD Delft, the Netherlands

Email: [redacted]@tudelft.nl

Attention: [redacted]

if to the UNIVERSITY OF AMSTERDAM:

University of Amsterdam, Institute of Physics

Address: Science Park 904, 1098XH Amsterdam

[redacted]@uva.nl

Attention: [redacted]

Email: [redacted]@uva.nl

Attention: [redacted]

if to AMOLF

Science Park 104, 1098 XG Amsterdam

Email: [redacted]@amolf.[redacted]@amolf.nl

Attention: [redacted]

if to the TECHNISCHE UNIVERSITEIT EINDHOVEN (TU/e)

Technische Universiteit Eindhoven

Address: Groene Loper 5, 5612AE Eindhoven, The Netherlands

Email: [redacted]@tue.nl; [redacted]tue.nl

Attention:

For non-scientific matters:

Email: J @tue.nl

Attention:

if to NWO

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO)

Address: Van Vollenhovenlaan 659, 3527 JP Utrecht, The Netherlands

Email: @nwo.nl

Attention:

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

22. MISCELLANEOUS

22.1. No representation, partnership or agency

The Partners shall not be entitled to act or to make legally binding declarations on behalf of each other, unless explicitly stated in this Agreement. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Partners.

22.2. Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise, the name of any of the Partners or any of their logos or trademarks without their prior written approval.

22.3. Partners shall refrain from any action which might harm (the reputation of) the other Partners.

22.4. Headings

The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

22.5. Waiver of rights

If a Party fails to enforce, or delays in enforcing, an obligation of another Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this

Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

22.6. Entire Agreement

This Agreement and its Appendices constitute the entire agreement between the Partners relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this article does not exclude any liability which a Party may have to another (or any right which a Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

22.7. Applicable law

This Agreement shall be construed in accordance with and governed by the laws of The Netherlands.

22.8. Settlement of disputes

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, may be submitted to start a proceeding under the rules of arbitration of the Netherlands Arbitration Institute. The place of arbitration shall be The Hague if not otherwise agreed by the Partners. The award of the arbitration will be final and binding upon the Partners. However nothing in this Agreement shall limit the Partners' right to seek injunctive relief or to enforce summary proceedings by a competent court of law in the Netherlands.

EXECUTED by the Partners

For and on behalf of [PARTNER NAME] Universiteit van Amsterdam

Name:

Positio

SIGNE

TITUTE OF PHYSICS
Science Park 904
Postbus 94485
090 GL Amsterdam
The Netherlands

Date: 8/5/2017

Appendix A Programme Proposal

Reference: FOM-16.1945

Version: 2.0

Date: 31-1-2017

1. Title of the proposed FOM program Nr. FOM-16.1945

Towards high-efficiency hybrid tandem solar cells

2. Applicants and industrial partner(s)

Applicants:

n (program leader)
Delft University of Technology,

Delft University of Technology,

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

University of Amsterdam

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

Industrial partners:

Shell, Amsterdam

Tempress, Radeweg 31, 8171 MD Vaassen

Levitech BV, Versterkerstraat 10, 1322 AP Almere

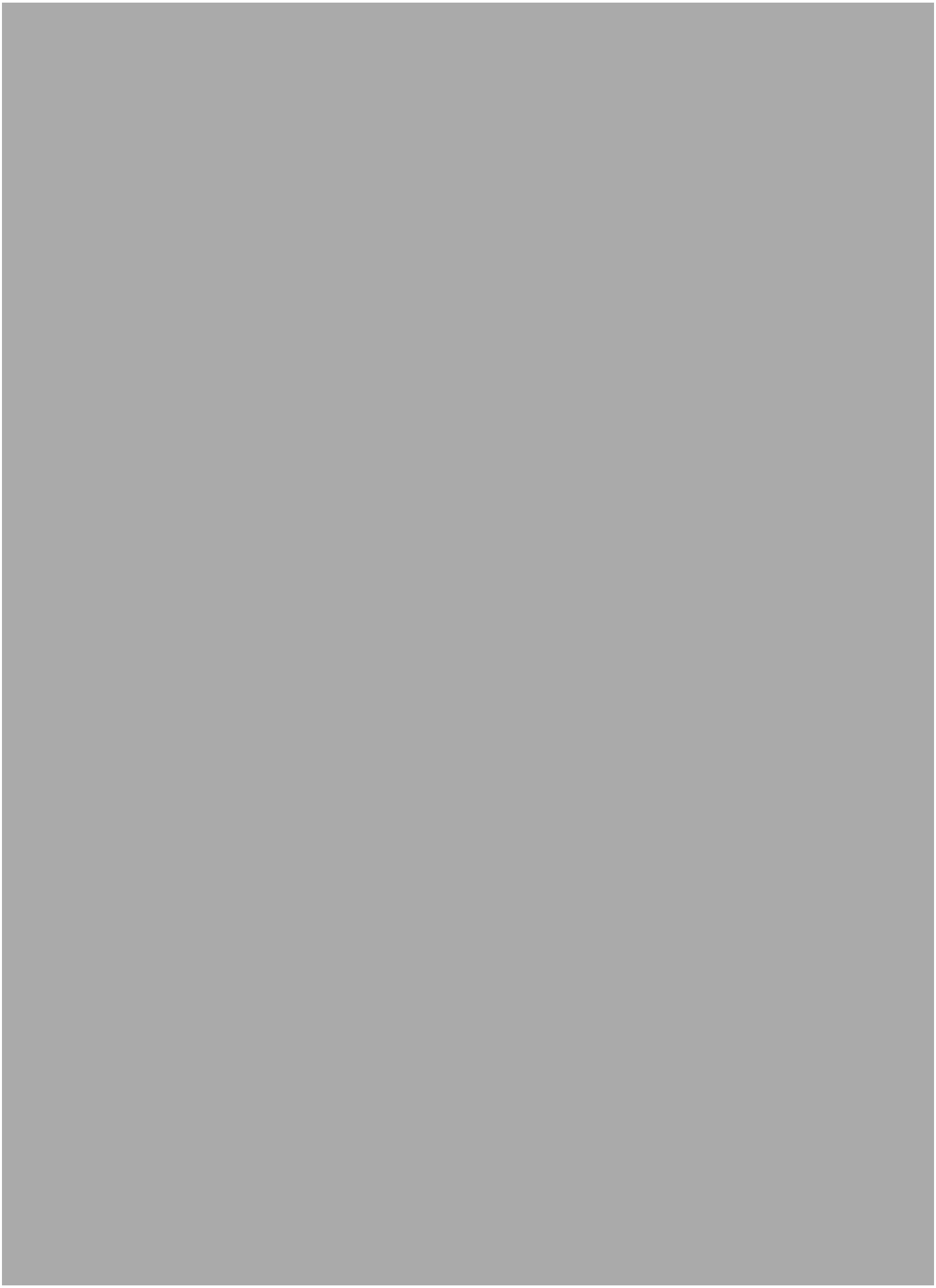
Exasun BV, Laan van Ypenburg 122, 2497GC Den Haag

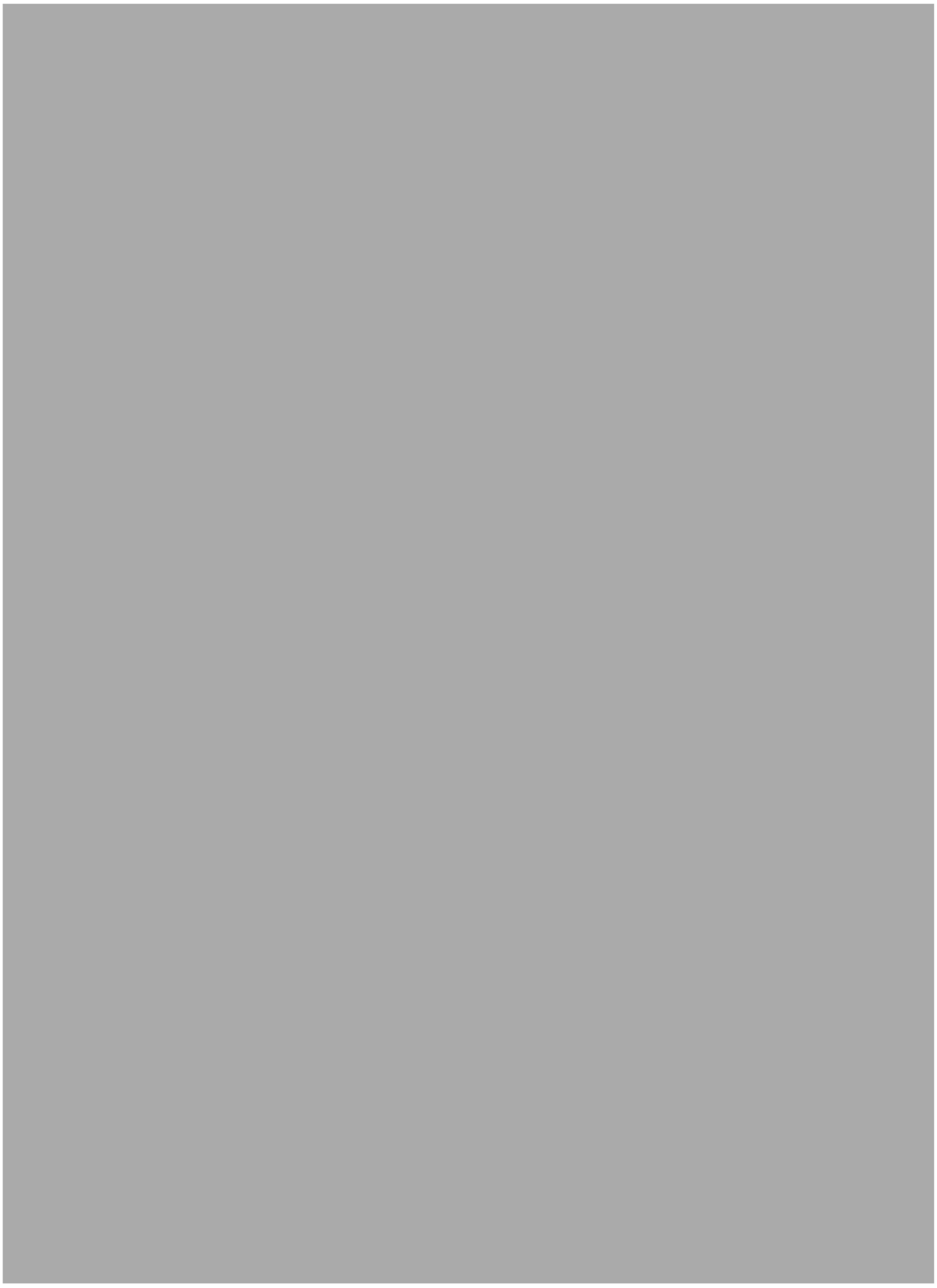
Eternal Sun Group, Wolga 11, 2491 BK Den Haag

ECN:

ECN Petten

ECN Solliance, Eindhoven









Appendix C Background list

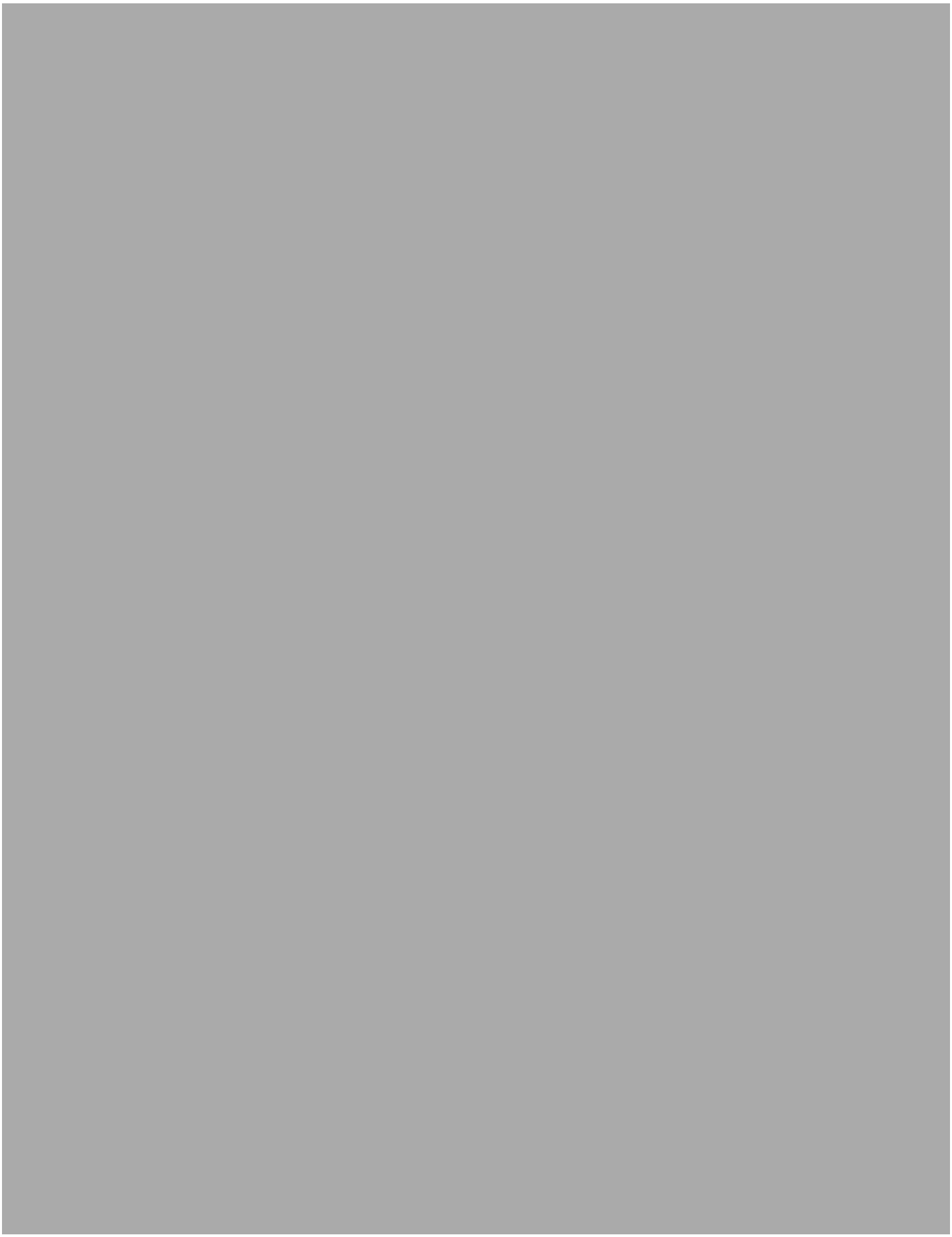
C1. Background included

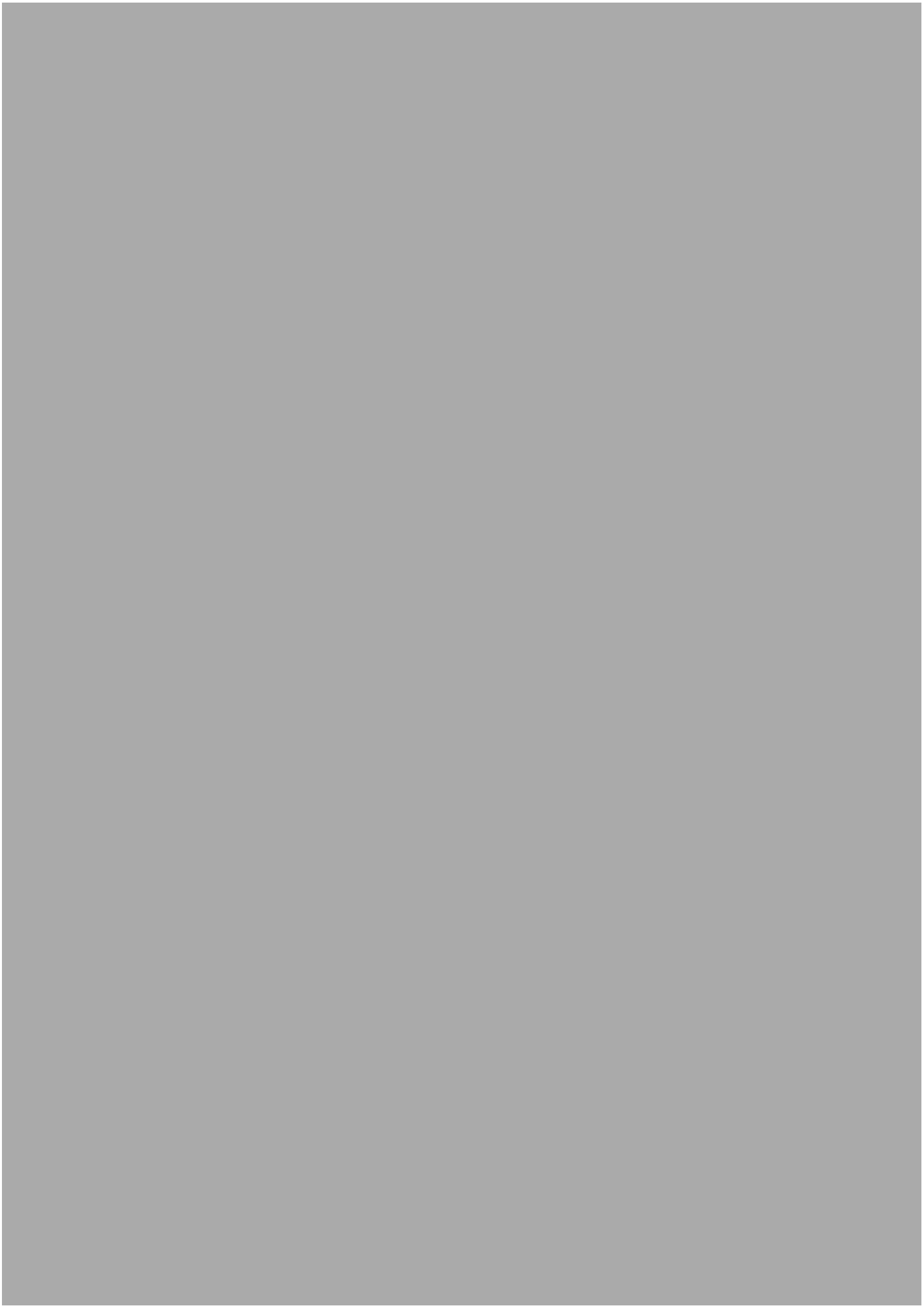
C2. Background excluded

In general:

- Background developed by employees not participating in the Project or Work Packages concerned;
- Background developed by employees participating in the Project but which is outside the scope of the Project;
- Background developed under the terms of any other agreement with other Partners;
- All know-how that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights
- All know-how related to existing patents and patent applications of the Partners (or any of its affiliates)

Appendix D Financial Arrangements







The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in five (5) equal parts. The first payment shall be remitted within sixty (60) days after the Effective date, as invoiced by NWO to the (respective) Private Partner(s).

The Private Partner(s) receive(s) invoices to remit its/their Financial Contributions that include its/their share in the program management and networking costs on the following dates:

- Effective date (in year 2017)
- 1st October 2018
- 1st October 2019
- 1st October 2020
- 1st October 2021.

Invoicing procedure

NWO will send to the Private Partners digital invoices. To this end, Private Partners will provide to NWO the following information:

- the purchase order
- the item number
- the requirements and procedures for invoicing, including the invoice submission address

Payment term for Shell will be 60 days.

For Private Partners that create (a) purchase order(s) or a vendor/client number, NWO provides the

following information:

The financial contribution is free of VAT

Address:

Netherlands Organisation for Scientific Research

Laan van Nieuw Oost-Indië 300

2593 CE The Hague

P.O. Box 93138

2509 AC The Hague, The Netherlands

www.nwo.nl



Email address to be used:

[redacted]@nwo.nl;

Appendix E Provisions for in-kind contributions

1. Permitted in-kind contributions

The following costs, directly attributable to the research project and incurred by the private party, may be contributed by private parties as in-kind contributions (see also provision 1):

a. Hours worked within the scope of the project:
   - wage costs, it being understood that these are based on an hourly wage, calculated on the basis of the annual wage at full employment according to the column «loon voor de loonbelasting» of the wage statement, plus the surcharges for social contributions payable by law or under individual contract or collective bargaining agreement, and based on 1650 productive hours per year. This amount may be increased with a surcharge for other general costs, subject to a maximum of 50% of the wage costs referred to above. The ensuing hourly rate to be attributed to the project, including said 50% surcharge for general costs, is capped at € 100. Contribution of costs for supervision or for project management is possible in the event of active participation of the intended supervisor or project manager in the research project (cf. under 1b).
b. Costs of material and resources to be used, based on the original purchase prices.
c. Use of equipment and machines
   - Costs associated with the purchase and use of machines and equipment, it being understood that these are based on the depreciation costs to be attributed to the project, calculated on the basis of the original purchase prices and a depreciation period of at least five years; costs of consumables and maintenance during the period of use.
   - Costs of purchase and use of machines and equipment that were not purchased solely for the project will only be considered project contributions pro rata based on the foregoing if there is a time log for each machine or for the equipment that conclusively establishes the operating hours.
   - In-kind contributions in the form of a discount on the regular purchase price in economic transactions (list price) of machines and equipment. The discount must be at least 25% of the list price. The costs charged to the project's equipment budget will then amount to the list price less said discount.

2. Accounting of in-kind contributions

Private parties must render account of their in-kind contributions to NWO by means of a statement of the contributed costs, to be provided to NWO within three months after the end of the research project to which the in-kind contribution was made. The application for approval of the in-kind contribution must be submitted simultaneously with the application for approval of the subsidy amount by the university partner(s), accompanied by a collective final report. If the in-kind contribution for which account must be rendered exceeds € 125,000, an auditor's report must be submitted; in other cases, a written statement by the holder or a power of attorney stating that the contributed in-kind efforts can actually be attributed to the project will suffice.

If the private party that committed itself to a research project with an in-kind contribution ultimately fails to make such in-kind contribution in full or in part, Article 10.6 applies.

Appendix F Shell Life Saving Rules

The safety of all those working for Shell is of great concern to us. Not following a safety rule is a significant contributory factor to past safety incidents involving Shell contractors. Most people consistently follow the safety rules but there is room for improvement.

As a potential supplier to Shell you and your people need to understand the Life-Saving Rules (high level details are below) and to ensure full compliance with them.

These Rules are not new but they ensure extra focus on 12 high-risk activities at work where we know that failure to comply has the highest potential for serious injury or death.

Complying with the Life-Saving Rules is vital for all Shell employees, and the employees of contractors and sub-contractors working for any Shell company.

Failure to comply will have serious consequences. Our approach will be that if someone chooses to break a Life-Saving Rule, they choose not to work for Shell. We will also apply this approach to supervisors who create or tolerate conditions for the breaking of the Rules.

The Life-Saving Rules will help protect everyone from harm and I look forward to your support in making our working environment a safer place.

7. Shell's 12 Life-Saving Rules

1: Work with a valid work permit where required





2: Conduct gas tests when required

3: Verify isolation before work begins and use the specified life protecting equipment





4: Obtain authorisation before entering a confined space

5: Obtain authorisation before overriding or disabling safety critical equipment





6: Protect yourself against a fall when working at height

7: Do not walk under a suspended load





8: Do not smoke outside designated smoking areas

9: No alcohol or drugs while working or driving





10. While driving, do not use your phone and do not exceed speed limits

11. Wear your seat belt





12: Follow prescribed Journey

BIJLAGE 3: EINDHOVEN

CONSORTIUM AGREEMENT JSP3

PARTIES:

(1) **The Netherlands Organisation for Scientific Research (NWO),** having its office in Utrecht, at Van Vollenhovenlaan 659 (3527 JP), the Netherlands, hereinafter referred to as "NWO"; legally represented by , director NWO Science.

(2) **Technische Universiteit Eindhoven,** having its office at Groene Loper 5 (5612 AE) Eindhoven, the Netherlands, hereinafter referred to as "TU/e"; legally represented by , president;

(3) **Technische Universiteit Delft**, having its offices at Stevinweg 1 (2628 CN) Delft, the Netherlands, hereinafter referred to as "TUD"; legally represented by , Rector Magnificus;

(4) **AMOLF,** having its office at Science Park 104 (1098 XG) Amsterdam, the Netherlands, hereinafter referred to as "AMOLF", legally represented by , Institute Manager;

(5) **University of Amsterdam, Institute of Physics,** having its office at Science Park 904 (1098 XH) Amsterdam, the Netherlands, hereinafter referred to as "UvA", legally represented by director Institute of Physics;

(6) **Shell Global Solutions international BV,** having its office at Kessler Park 1 (2288 GS), Rijswijk, the Netherlands, hereinafter referred to as "Shell"; legally represented by , ETC Manager

(7) **Eternal Sun Group,** having its office Wolga 11 (2491 BK), The Hague, the Netherlands, hereinafter referred to as "ESG"; legally represented by , CTO;

(8) **Stichting Energieonderzoek Centrum Nederland (Energy Research Centre of the Netherlands)**, a Dutch foundation whose registered office is at Westerduinweg 3 (1755 LE), Petten, the Netherlands, hereinafter referred to as "ECN"; legally represented by COO Executive Board;

(9) **Exasun B.V.,** having its office at Laan van Ypenburg 122 (2497 GC) The Hague, the Netherlands, hereinafter referred to as "Exasun" legally represented by , CEO.

(10) **Levitech B.V.** having its office at Versterkerstraat 10, 1322AP Almere, the Netherlands, hereinafter referred to as "Levitech"; legally represented by , CEO;

(11) **Tempress Systems B.V.**, having its office at Radeweg 31 (8171 MD) Vaassen, the Netherlands, hereinafter referred to as "Tempress"; legally represented by , General Manager.

Shell, ESG, ECN, Exasun, Levitech and Tempress together hereinafter referred to as the "Private Partners".

TU/e, TUD, AMOLF, UvA, together hereinafter referred to as the "Knowledge Institutes".

Knowledge Institutes and Private Partners together referred to as "Programme Partners" or "Partners".

Parties 1 through 11 are collectively referred to as "Parties" or individually as "Party".

WHEREAS:

The Programme Partners are interested in a research study on the subject of 'Towards high-efficiency hybrid tandem solar cells', as further detailed in the Programme Proposal as included in Appendix A (“the Programme”);

The Programme shall be executed in separate Projects performed by universities that have been selected for funding;

The Parties wish to set forth in this Agreement the specific terms and conditions for the execution of the Programme;

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The words and phrases below shall have the following meanings:

Affiliated Entity	means any legal entity that is under the direct or indirect control of a Programme Partner, or under the same direct or indirect control as the Programme Partner, control taking any of the following forms: a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; b) the direct or indirect holding, in fact or in law, of decision-making; In relation to Shell Affiliate shall mean (i) Royal Dutch Shell plc (“RDS”) and any company or other legal entity other than Shell, which, at the time in question, is directly or indirectly controlled by RDS; and (ii) any company or other legal entity which, at the time in question, is being managed or operated by Shell Global Solutions International B.V., or a company as defined in (i) above; or to which Shell Global Solutions International B.V., or a company defined in (i) above, is providing services under a construction, operating or technical services agreement on a cost sharing basis.
Agreement	this consortium agreement and all its Appendices;
Appendix	appendix to this Agreement;
Background	means all IPR, information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored), which are not publicly available when disclosed under this Agreement and that is not generated or conceived within this Research provided by a Party to another Party within the Research, with the exception of the Results. Each Party has identified in an exhaustive manner in Appendix C the Background that is contributed to this Programme for the purpose of carrying out the research.
Commercial Use	Commercial exploitation of the Results aimed at generating income, such as by the sale of products or services incorporating

	the Results. For the avoidance of doubt, Commercial Use does not include performing research using the Results.
Confidential Information	means all information, in whatever form or mode of transmission, which is disclosed by one of the Parties (the “Disclosing Party”) to any other Party (the ”Receiving Party”) for the purpose of executing the research after signing the Agreement (i) in case of information disclosed in documentary or other tangible form, by labelling same as “confidential”, or (ii) when disclosed in intangible form, such as orally or visually, by confirming the same in writing as “confidential” within fourteen (14) calendar days from disclosure;
Contributions	the in kind or in cash contributions of the Programme Partners as set out in the itemised budget contained in Appendix D;
Dissemination	means the disclosure of Foreground by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of Foreground in any medium;
Effective Date	The signing date by NWO, being the last Party to sign the Agreement
Fair and Reasonable Conditions	means terms and conditions resulting from negotiations between Partners, taking into account the specific circumstances, for example the actual or potential value of the relevant Foreground or Background and/or the scope, duration or other characteristics of the use envisaged;
Financial Contribution	monetary (in-cash) contribution by each Private Partner to NWO as set forth in Appendix D to this Agreement, in order to co-fund the Project
Foreground	means the Results, including information and know-how, whether or not they can be protected, which are generated in a Project. Such Results include rights related to copyright, design rights, patent rights, or similar forms of protection;
Grant	Grant to the Programme including the Financial Contribution, as approved by the Board of NWO Science, set forth in Appendix B to this Agreement.
In-kind Contribution	Any contribution other than a Financial Contribution, including, but not limited to contributions in the form of man hours, materials and (use of) equipment, as set forth in Appendix D to this Agreement. Rules for participation with an In-Kind Contribution are set forth in Appendix E to this Agreement.
IPR	means intellectual property rights, including industrial property rights, know-how, copyrights, neighboring rights and any similar right recognized from time to time in jurisdiction, together with all rights of action in relation to the infringement of any of the above.
Official	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone

	acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
Option	the right to acquire an exclusive or non-exclusive right to use and exploit the Results or acquire ownership, generated in a Project or the Programme to which a Partner contributes in a Field.
Progress Report	means a report on the progress of the Programme. Progress Reports include progress in terms of costs and man-hours for each Programme Partner;
Project	a part of the Research that is described in the Programme Proposal:
Programme Proposal	the document identifying the budget, organisation, objectives, milestones, time schedule and methodology of the Programme in Appendix A;
Programme Committee	the representatives nominated by each of the Partners, pursuant to Article 4 of this Agreement, in order to supervise the carrying out of the Programme;
Programme Leader	the leader of the Research as described in the Programme Proposal;
Project Leader	the researcher who supervises a Project as described in the Programme Proposal;
Public Information	means all information, in whatever form or mode of transmission, which is not marked as Confidential Information;
Research	the research Programme under this Agreement which is collectively funded by the Partners, described in more detail in the Programme Proposal;
Results	shall mean all inventions, information, materials, methods, processes, products, programs, software, findings and discoveries that is generated or conceived in a Project, and IPR thereto.
Software	means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression;
Steering Committee	final decision-making body with delegates from NWO and all in-cash funding Private Partners;
Third Party or Third Parties	means a company (companies), institute (institutes) or (non-governmental) organization (organizations) that is (are) not an Affiliated Entity nor a Party;

Use Outside The Project	means the direct or indirect utilization in activities other than implementation of this Programme.

2. PURPOSE AND SCOPE

2.1. The Research shall be undertaken by the Partners in accordance with the Programme Proposal, this Agreement and the terms of the Grant.

2.2. In case of any inconsistency between the terms and conditions of the aforementioned documents, the order of precedence in case of conflict or for the sake of interpretation shall be as follows:

1. the terms of the Grant;
2. this Agreement
3. the appendices to this Agreement.

3. PROGRAMME PROPOSAL AND RESPONSIBILITIES OF THE PARTNERS

3.1. The purpose and scope of the Programme as well as the cooperation and division of the work of the Programme between the Programme Partners including the precise value and share of each of the Programme Partners in the Programme and the deliverables and time schedule, is outlined in detail in the Programme Proposal.

3.2. General principles

3.2.1. Each Programme Partner undertakes to use reasonable efforts to take part in the efficient implementation of Programme and to cooperate, perform and fulfil, promptly and in time, all of its obligations under this Agreement as may be reasonably required. Furthermore, each Programme Partner agrees to carry out its part of the work as described in the Programme Proposal with professional care and diligence and to produce such deliverables as agreed in the Agreement.

3.2.2. Each Programme Partner undertakes to notify promptly any significant information, fact, problem or delay of which that Programme Partner becomes aware and which is likely to affect the Programme.

3.2.3. Each Programme Partner undertakes to use reasonable efforts to enable the Programme Leader and the Programme Committee to carry out its tasks. Each Programme Partner shall promptly provide all information reasonably required by the Programme Leader or the Programme Committee to carry out its tasks.

3.3. Breach

3.3.1. In the event the Steering Committee or a Programme Partner identifies a breach by a Programme Partner of its obligations under this Agreement, the Steering Committee will give written notice to such Programme Partner requiring that such breach be remedied within a reasonable period.

3.3.2. Upon prior approval of the Steering Committee the Programme Partner may for its own account request a Third Party to remedy the breach, which approval will not unreasonably be withheld or delayed. The Steering Committee may attach specific conditions to the approval.

3.3.3. If a breach is substantial and is not remedied in time or is not capable of remedy, the Steering Committee may decide to declare the Programme Partner a "Defaulting Programme Partner" and to decide on the consequences thereof which may include termination of its participation by written notice to the Defaulting Programme Partner without any legal proceedings. Such consequences will include proposals and actions aimed at minimizing the effects of the breach and repayment of payments received by the Defaulting Programme Partner. Such consequences may not include punitive measures of any kind.

3.3.4. For the avoidance of doubt, each Programme Partner also has the right to claim for specific performance of any obligation of any Defaulting Programme Partner resulting from this Agreement, allowing the Defaulting Programme Partner a reasonable period to remedy the breach and provided that the Programme Partner claiming specific performance was reasonably affected by the breach. In case the breach is not remedied in time, the claiming Programme Partner may cure or have cured the breach for the account of the Defaulting Programme Partner.

4. PROGRAMME MANAGEMENT

4.1. On behalf of NWO, [redacted] will act as the contact person. He will be the first point of contact for the Steering Committee, Programme Committee and the Project Leaders involved. He will act as secretary in both the Programme Committee and the Steering Committee.

4.2. The Programme Committee shall be responsible for monitoring and evaluating the progress of the various aspects within the Research (scientific, knowledge transfer, IP issues, budget and staffing). The Programme Committee shall submit proposals for major substantive and financial changes to the Steering Committee. The Programme Committee shall consist of the Programme Leader, Project Leaders, one representative from each Private Partner, and the secretary.

4.3. The Programme Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Programme Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Programme Committee, the respective decision will be taken by a majority of votes. The secretary shall have an advisory role in the meetings of the Programme Committee and has no voting right. Should the voting lead to a tie of votes (50-50%), then the decision will be made by the Steering Committee following the procedure described in Article 4.5.

4.4. The Programme Committee will meet on a regular basis. Minutes of the meetings of the Programme Committee shall be drafted by the secretary and transmitted to the Partners without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Partners if, within 14 days from receipt, no Programme Partner has objected in writing to the Programme Leader. The Programme Leader will collect progress reports from the Partners as required under this Agreement and the terms of the Grant.

4.5. The Steering Committee is responsible for overall vision and mission of the programme, for making available the committed cash contributions, and for approving adaptations (if any) to the Programme and/or Programme financing. The Programme Committee will make a proposal for any adaptations required to the Steering Committee. The Programme Leader will have a strong advisory role in the Steering Committee, but will have no vote. The Steering Committee shall only meet if one or more of the Partners see(s) reason for it to do so. Meetings may be held in person or by any communication means. In-cash contributing Partners are represented in the Steering Committee by one (L) representative. At the start of the Research, the Steering Committee shall consist of the following members:

[redacted], Shell, member;
[redacted], NWO head Strategic Partnerships, member;
[redacted], Programme Leader, guest (no vote);
[redacted], NWO programme coordinator, secretary (no vote).

4.6. The Steering Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Steering Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Steering Committee, the issue shall be submitted to the higher tier directors of the Partners. If they are unable to resolve the matter to the general satisfaction of the Partners, Article 17 shall apply.

4.7. The Programme Leader reports to NWO.

4.8. The Programme Leader will:

a) be the primary contact for NWO;
b) be responsible for the day-to-day management of the Programme;
c) chair the meetings of the Programme Committee;
d) will arrange for the (financial) administration of the Programme as required under terms of the Grant;
e) be responsible for implementing decisions taken by the Programme Committee or Steering Committee; and
f) monitor the progress of the Programme with respect to milestones and deliverables as described in the Programme Proposal.

4.9. In case the Programme Leader or one of the other Partners in the Project is assigned to receive subsidy payments and to pass payments to the other Partners, the Programme Partner receiving the subsidy payment will forward the payments to the other Partners within twenty one (21) calendar days after receipt of a subsidy payment from the granting authority. Each Programme Partner will provide in writing its bank account information.

4.10. A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision may exercise a veto with respect to the corresponding decision or relevant part of the decision.

5. DURATION

5.1. This Agreement shall be effective as of the Effective Date.

5.2. This Agreement shall remain in full force until the date of termination or the date of conclusion of the Programme ("the Term") through a Grant closure decision, i.e. until the final settlement of the grant by NWO or terminated earlier in accordance with the provisions of Article 17. The provisions relating to definitions & interpretation, IPR and Confidential Information, for the time period mentioned therein, as well as those relating to liability, applicable law and settlement of disputes shall survive the expiration or termination of this Agreement.

6. LIABILITY and WARRANTIES

6.1. Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the Agreement, will be determined in accordance with applicable law.

6.2. No Party shall be liable to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act. For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Appendix A provided such damage was not caused by a wilful act or gross negligence.

7. ADDITION OF NEW PARTNERS

7.1. New Partners may join this Agreement as Programme Partner with the unanimous agreement of all Partners.

7.2. New Partners shall be bound by the terms of this Agreement and such other conditions as the Programme Committee and NWO may specify.

8. SUBCONTRACTING

A Programme Partner that enters into a subcontract or otherwise involves Third Parties in this Programme remains solely responsible for carrying out its relevant part of the Programme and for such Third Party's compliance with the provisions of this Agreement. It has to ensure that any Third Party is bound by the same confidentiality obligations as the Programme Partner and that the involvement of Third Parties does not affect the rights and obligations of the other Partners under this Agreement.

9. WITHDRAWALS

9.1. No Programme Partner may withdraw from the Programme without the prior unanimous consent of the Steering Committee.

9.2. In the event of withdrawal of a Programme Partner (the "Withdrawing Programme Partner"), the Steering Committee will make all reasonable attempts to reallocate the obligations and the remaining funding of the Withdrawing Programme Partner under this Agreement to another Partner or Third Party.

9.3. The Withdrawing Programme Partner shall not be entitled to recover any of its remaining costs incurred in connection with the Programme and shall comply with the following conditions:

9.3.1. rights granted to the other Partners in respect of the Withdrawing Programme Partner's Background and Foreground shall continue subject to the restrictions contained in this Agreement;

9.3.2. to the extent that exploitation of any other Programme Partner's Foreground is dependent on the Withdrawing Programme Partner's Background, then the Withdrawing Programme Partner shall, subject to any existing third party obligations, grant to the other Partners licence to such Background in accordance with this Agreement, unless otherwise agreed between Partners.

9.3.3. the Withdrawing Programme Partner shall grant to the other Partners a non-exclusive, royalty-free licence to use the Withdrawing Programme Partner's Foreground for the

purposes of carrying out the Project. Any exploitation or other use of such Withdrawing Partners Foreground will be dealt with in accordance with the terms of this Agreement;

9.3.4. all rights acquired by the Withdrawing Programme Partner to the Background and Foreground of the other Partners shall cease immediately other than in respect of the Withdrawing Programme Partner's interest in any jointly owned Foreground.

9.3.5. In the event that after the Effective Date any Third Party would acquire, directly or indirectly, the ownership or control over of a Programme Partner, the Steering Committee may decide to terminate this Agreement, with respect to such Programme Partner, the provision of Article 9.3.1 being correspondingly applicable to such Programme Partner. Such decision must be taken within 60 days from the date such change of control has been made public. If the other Partners would not agree unanimously to such termination, any Programme Partner may withdraw from the relevant Project Agreement without any liability to the other Partners within 60 days thereafter. In this case the provisions of Article 17 will apply correspondingly.

9.3.6. When TNO acquires, directly or indirectly, the ownership or control over ECN or in the event that TNO and ECN desire that all rights and obligations of ECN under this Agreement are assigned to TNO, the other Partners herewith agree to such transfer of ownership or control or to such assignment of the rights and obligations of ECN. ECN shall as of then become a Withdrawing Programme Partner automatically.

10. FUNDING, FINANCIAL MANAGEMENT AND FINANCIAL PROVISIONS

10.1. The financial arrangements for the Programme shall be set out in Appendix D and overseen by the Programme Committee.

10.2. Throughout the Term, each Private Partner shall pay to NWO the Financial Contribution set forth in Appendix D to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.

10.3. With respect to the invoicing referred to in Article 10.2, Private Partners will provide NWO with the information and, if applicable, purchase orders, as set forth in Appendix D to this Agreement.

10.4. The Financial Contribution mentioned in Appendix D includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

10.5. NWO shall apply the Financial Contributions to grant the Programme according to the Programme Proposal as set forth in Appendix A.

10.6. In case a Private Partner makes an In-Kind Contribution, as approved by NWO and as set forth in Appendix D, said Private Partner shall account for this In-Kind Contribution as set forth in Appendix E. If a Private Partner fails to account in such a way for (a part of) the In-Kind Contribution Partners will discuss and decide jointly about the consequences and/or solutions of the shortcoming, such as, but not limited to, alternatives to deliver the Contribution or withdrawal of that Private Partner from the Programme.

10.7. NWO will start the payment of the Grant to the Programme only after the Effective Date and after it has received a completed starting form (Startformulier, see granting letter (Appendix B). The Grant can only be used for costs made after the Effective Date. In case additional budget in the form of TKI allowance is applied for, the Grant (including the TKI allowance) can only be used for costs made after the application date for the TKI allowance; in such case, the Programme can thus start

only after this application date instead of the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant (including the TKI allowance) is for the risk and on the expenses of that Knowledge Institute.

10.8. Disbursements on behalf of the Programme budget are only possible until the Programme end date, unless

a) the approved budget includes a financial reservation to be paid after the Programme end date,

or

b) the Grant closure decision by NWO allows – on request of the Project Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision, provided (in both cases) that the commitment concerned has been made before the Programme end date.

10.9. The Programme Leader will prepare and submit to the Programme Committee an up to date financial status report of the Programme on a bi-annual basis.

11. FUNDAMENTALS AND ETHICS

11.1. Business ethics and conflicts of interest

Each Party shall uphold the highest standards of business ethics in the performance of this Agreement and shall require its directors, officers, employees, consultants, agents and contractors to conduct themselves in accordance with principles of integrity, fairness and transparency when performing this Agreement.

11.2. Conflict of interest and corrupt practices

Each Party shall avoid any conflict of interest between its own interests and the interests of the other Partners in dealing with organisations or individuals doing or seeking to do business in connection with this Agreement.

11.3. No Party will, directly or indirectly, receive from or give or offer to give anything of material value to any other Party, its University, employee or other persons, including Officials, in connection with this Agreement, other than specifically stated in the Project Proposal. A Party will promptly notify the other Partners of any violation of this clause.

11.4. Unless explicitly agreed otherwise in writing, none of the Partners is entitled to act or make legally binding declarations on behalf of any of the other Partners. Nothing in this Agreement shall be deemed to constitute a joint venture, agency or any other kind of formal business grouping or entity between the Partners.

11.5. Health, Safety, Environment & Security

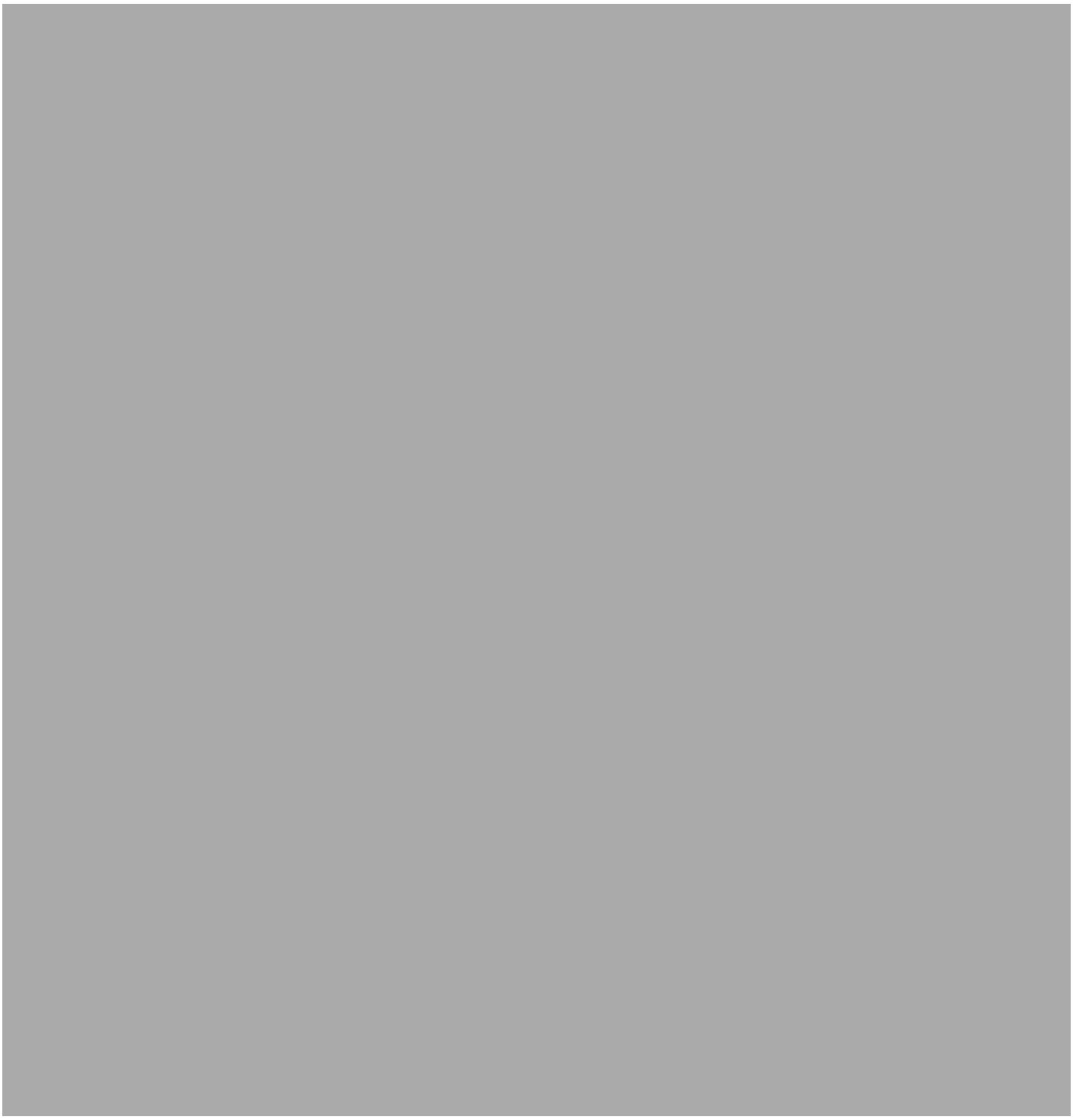
The Partners shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules (Appendix F).

- Whenever Parties' personnel are on a worksite of another Party they shall behave in a manner which is consistent with the rules of that Party. Whenever Parties are on a Shell worksite they shall behave in a manner which is consistent with Shell 's requirements for the management of health, safety, security, and the environment set forth herein as well as

any related rules, procedures or codes of practice in force at the relevant worksite. The Parties shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules.

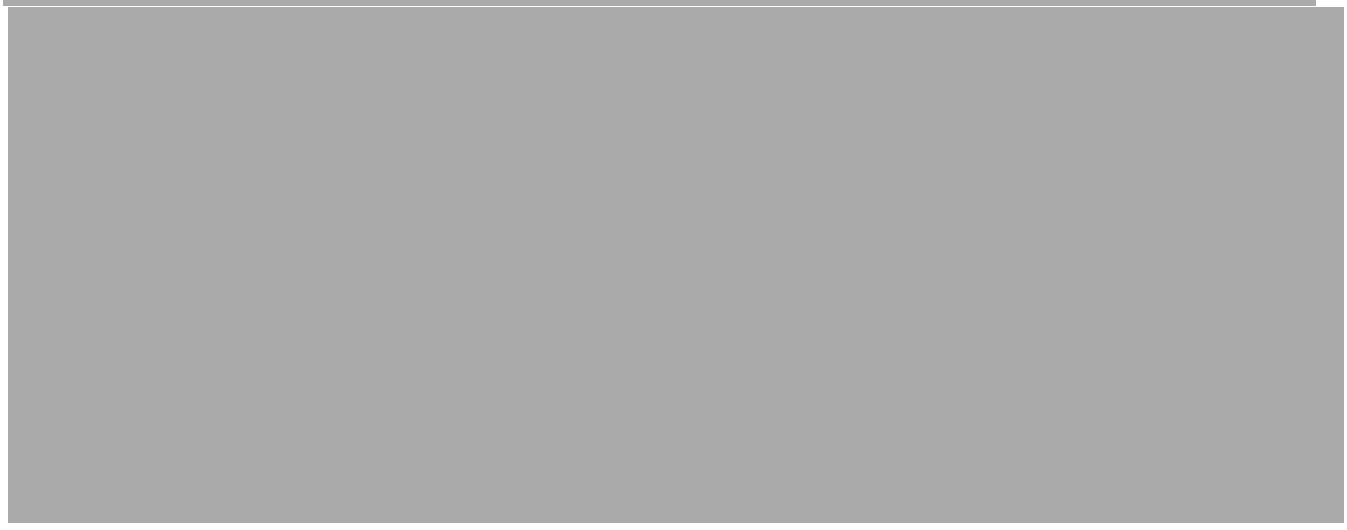
- Each Party confirms having received a copy of Shell's Life Saving Rules (or alternatively, has taken notice of the Life Saving Rules at http://www.shell.com/home/content/environment_society/safety/culture/).
- Each Party is solely responsible for determining the nature and scope of the health, safety, security and environmental risks associated with the work of the Party and its personnel in connection with the Agreement. Each Party assumes all responsibility and liability for such risks. Each Party and its personnel shall perform the scope without interfering with the operations of Shell or Affiliates of Shell or of any other Parties at the worksite.

12. BACKGROUND



13. FOREGROUND





14. USER RIGHTS AND/OR TRANSFER OF OWNERSHIP OF FOREGROUND





15. NON-DISCLOSURE AND DISCLOSURE OF INFORMATION AND DISSEMINATION OF FOREGROUND

One of the main objectives of the Programme is to generate and disseminate new knowledge. Only Public Information may be disclosed to Third Parties without any restriction and Foreground may only be disseminated, if Partners' rights regarding ownership, transfer of ownership and access rights are respected and the classification of such Foreground has been taken into account.

Before disclosing any Confidential Information to any Receiving Party, the Disclosing Party shall inform the Receiving Party's primary point of contact as mentioned in Article 21 of the nature of such information. The Receiving Party, acting in good faith, shall be entitled to refuse to receive such Confidential Information (for example, to avoid contamination of the Receiving Party's and/or its Affiliates' existing know-how) and, to the extent that the Disclosing Party does disclose Confidential Information to the Receiving Party after the Receiving Party has indicated that it does not wish to receive such information, the Receiving Party and its Affiliates shall (in the absence of further written agreement) be entitled to regard such information as non-confidential and be free to use and disclose it entirely as they see fit and for any purpose.

15.1. Non-Disclosure of Confidential Information

For Confidential Information the Receiving Parties hereby undertake for a period expiring five [5] years after the completion of the Project, unless otherwise decided by the Partners involved:

a) to preserve the confidentiality of all Confidential Information;

b) not to use Confidential Information otherwise than for the purpose for which it was disclosed;

c) to use such Confidential Information only for the implementation of the Project unless otherwise agreed with the Disclosing Party;

d) not to disclose Confidential Information to a Third Party without the prior written consent of the Disclosing Party;

e) to ensure that internal distribution of Confidential Information by a Receiving Party shall take place on a strict need-to-know basis; and

f) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Receiving Party including all copies thereof and to delete all Confidential Information stored in a machine readable form. If needed for the recording of on-going obligations, the Receiving Party may however request to keep a copy for archival purposes only. Further, the Receiving Party is not obliged to return or delete routinely created back-up copies of electronic documents containing Confidential Information until the copies are deleted in the ordinary course of business.

15.2. Notwithstanding Article 15.1 sub d, a Receiving Party shall be allowed to disclose Confidential Information of the Disclosing Party to an Affiliated Entity of the Receiving Party and such Affiliated Entity shall be allowed to use such Confidential Information for the purpose for which it was disclosed provided such Affiliated Entity:

a) needs to know and use such Confidential Information in furtherance of completing work under the Project;

b) has been informed of the confidential nature of the Confidential Information in question; and

c) is bound by obligations no less stringent than those assumed hereunder.

15.3. The Receiving Party shall be responsible for the fulfilment of the above obligations on the part of its employees and shall ensure that its employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of their employment.

15.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Receiving Party can show that:

a) the Confidential Information is or has become publicly available by means other than a breach of the Receiving Party's confidentiality obligations;

b) the Disclosing Party subsequently informs the Receiving Party that the Confidential Information is no longer confidential;

c) the Confidential Information is communicated to the Receiving Party without any obligation of confidence by a Third Party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

d) the Confidential Information, at any time, was developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party; or

e) the Confidential Information was already known to the Receiving Party prior to disclosure.

15.5. The Receiving Party shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

15.6. After a Party becomes aware of unauthorised disclosure, misappropriation or misuse, that Party shall promptly advise the other Party or Partners in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information.

15.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

a) notify the Disclosing Party; and

b) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

15.8. Dissemination of Public Information

Each Programme Partner shall ensure that Public Information is disseminated as swiftly as possible.

15.9. Each Programme Partner undertakes to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree which includes its Foreground or Background. However, confidentiality and publication articles have to be respected.

16. PUBLICATION

16.1. Before any proposed publication in connection with or relating to the Programme each Programme Partner will ask prior permission of the other Partners in accordance with the following procedure.

16.2. A copy of any publication shall be sent to the other Partners at the earliest time possible. Any of the Partners may object to the publication within 30 days after receipt of a copy of the proposed publication on any of the following grounds: (i) that they consider that the protection of the objecting Programme Partner's Foreground and/or Background would be adversely affected by the proposed publication or (ii) that the proposed publication includes Confidential Information of the objecting Programme Partner.

16.3. The proposed publication shall not take place until the expiry of the above period of 30 days. In the absence of any written objection within the above mentioned period, it is deemed that the Partners agree to the proposed publication. In the event that an objection is raised on any of the above defined grounds within the above period of 30 days, the Programme Partner proposing the publication and the Programme Partner objecting shall seek in good faith to agree a solution on a timely basis whereby such objection is resolved and the scientific quality is maintained.

16.4. The Partners undertake to cooperate to allow the timely submission, examination, publication, defence of any dissertation or thesis for a degree.

16.5. The publication may be postponed for a maximum period of three (3) months, as from the date the request for publication was made, in order for the protection of IPR.

16.6. For the avoidance of doubt, this procedure shall be applicable regardless of the content of the proposed publication.

17. TERMINATION

17.1. In addition to the remedies contained in Article 9 (Withdrawals), in the event that any Programme Partner shall commit any breach of or default in any terms or conditions of this Agreement, the Programme Committee may decide by unanimous vote of the non-defaulting Partners to serve written notice of such breach or default on the Defaulting Programme Partner and in the event that such Programme Partner fails to remedy such default or breach within 30 days after receipt of such written notice any of the Partners may, at their option and in addition to any other remedies which they may have at law or equity, remove the Defaulting Programme Partner and continue with the Project. Any removal of the Defaulting Programme Partner shall be reported to NWO.

17.2. If any Programme Partner (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Programme Partner's winding-up or dissolution; or makes an administration order in relation to that Programme Partner; or if any Programme Partner (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Programme Partner; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining members of the Programme Committee shall meet to suspend or terminate that Programme Partner's involvement in the Programme Committee and the Project. Any removal of the Defaulting Programme Partner shall be effective as of the date of the receipt of such notice whereupon the provisions of Article 9.3 shall apply to the defaulting Programme Partner.

17.3. In the event a Programme Partner is declared a Defaulting Programme Partner this Agreement will automatically be terminated towards this Programme Partner by written notice and without any legal proceedings.

17.4. In the event that it is agreed by all the Partners that there are no longer valid reasons for continuing the Programme, the Steering Committee may decide by unanimous vote to terminate the Programme.

18. BUSINESS PRINCIPLES; SUPPLIER PRINCIPLES; CODE OF CONDUCT

18.1. Each Party acknowledges that it has (a) received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at http://www.shell.com/sgbp) and the Shell Supplier Principles (or alternatively taken note of the Shell Supplier Principles at http://www.shell.com/suppliers) (collectively the "Business Principles"); (b) received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at http://www.shell.com/codeofconduct); and (c) been made aware of the Shell Global Helpline at http://www.shell.com/report_concerns/index.html. Each Party agrees that it will adhere to the principles contained in the Business Principles (or where other Parties have adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of Shell in connection with the Agreement and the business resulting therefrom. In the event that Shell or any of its Affiliated Entities supply staff that work on behalf of Shell or represent Shell, each Party commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct. Each Party will notify Shell immediately if it becomes aware of any behaviour by Shell staff, Parties or their Affiliated Entities which is, or may be, inconsistent with the Business Principles, the Shell Code of Conduct or, where the Party has adopted equivalent principles, their equivalent.

18.2. At Shell's request, a Partner will provide information to Shell as required to complete and fully respond to Shell's usual supplier questionnaires and due diligence to confirm compliance by Parties and their Affiliated Entities with Business Principles. As part of Shell's due diligence, Parties will grant Shell or its representative's reasonable access to Parties' facilities and sites which is necessary in order to review a Parties compliance with this Article 18.

19. COMPLIANCE WITH ANTI-BRIBERY LAWS; INTERNAL CONTROLS; TRADE CONTROL LAWS

19.1. Each Party represents and warrants that, in connection with the Agreement or the business resulting therefrom: (a) it is knowledgeable about anti-bribery laws applicable to the performance of the Agreement and will comply with all such laws; (b) neither it nor an Affiliated Entity have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.

19.2. Each Party undertakes to immediately notify other Parties if in connection with the Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage.

19.3. Shell confirms that its appointment of other Parties was expressly made on the basis that anti-bribery laws and the Business Principles would not be violated. Each Party acknowledges that the contents of the Agreement may be disclosed by Shell to Third Parties for the purposes of demonstrating compliance with this Article.

19.4. Each Party and its Affiliated Entities shall maintain adequate internal controls and procedures to assure compliance with anti-bribery laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

19.5. Each Party acknowledges that it is familiar with and will comply with all applicable trade control laws. Without prejudice to the foregoing, other Parties will provide Shell, in writing, with the relevant Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any dual-use or military items (i.e. goods, software, or technology) as well as Harmonized System Codes for any items provided pursuant to this purchase order. Unless otherwise agreed between the Parties, each Party shall be responsible for obtaining all necessary import and export licenses as required by applicable trade control laws for any goods, software, or technology provided by or on behalf of that Party pursuant to this purchase order. Where such licenses or authorizations are obtained, each Party shall provide Shell written notice of all applicable conditions, including but not limited to those restricting the further export, use or release of the goods, software or technology. Each Party, shall indemnify, defend, and hold harmless the other Parties, and Affiliated Entities from and against any and all losses, damages, costs (including legal fees), claims, expenses, fines and penalties incurred or suffered as a result of Party's non-compliance with trade control laws.

20. NON-ASSIGNMENT

This Agreement and any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Programme Partner other than to their respective Affiliated Entities, in whole or in part, without the express prior written consent of the other Programme Partners. Notwithstanding the former, ECN shall be entitled to assign all its rights and obligations under this Agreement to the Netherlands Organization for Applied Scientific Research TNO.

21. NOTICES

Any notice to be given under this Agreement shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to SHELL

Shell Global Solutions International BV

Address: Grasweg 31, 1031 HW, Amsterdam, NL

Email: [redacted]@shell.com

Attention:

if to the ETERNAL SUN GROUP

Eternal Sun Group

Address Wolga 11 (2491 BK), The Hague, the Netherlands

Email: @eternalsun.com

Attention:

if to the STICHTING ENERGIEONDERZOEK CENTRUM NEDERLAND (ECN)

Stichting Energieonderzoek Centrum Nederland

Address Westerduinweg 3, 1755 LE, Petten

Email: @ecn.nl

Attention:

if to EXASUN

Exasun BV

Address: Laan van Ypenburg 122, 2497 GC, The Hague

Email: xasun.com

Attention:

if to LEVITECH B.V.

Levitech

Address: Versterkerstraat 10, 1322AP Almere, The Netherlands

Email: @levitech.nl

Attention: Ernst Granneman

Email: levitech.nl

Attention:

if to TEMPRESS SYSTEMS B.V.

Tempress Systems B.V.

Address: Radeweg 31, 8171 MD VAASSEN

Email: [redacted]tempress.nl

Attention: [redacted], CTO

if to the TECHNISCHE UNIVERSITEIT DELFT (TUD)

Technische Universiteit Delft

Address: Mekelweg 4, 2628 CD Delft, the Netherlands

Email: [redacted]@tudelft.nl

Attention: [redacted]

if to the UNIVERSITY OF AMSTERDAM:

University of Amsterdam, Institute of Physics

Address: Science Park 904, 1098XH Amsterdam

[redacted]@uva.nl

Attention: [redacted]

Email: [redacted]@uva.nl

Attention: [redacted]

if to AMOLF

Science Park 104, 1098 XG Amsterdam

Email: [redacted]@amolf.[redacted]@amolf.nl

Attention: [redacted]

if to the TECHNISCHE UNIVERSITEIT EINDHOVEN (TU/e)

Technische Universiteit Eindhoven

Address: Groene Loper 5, 5612AE Eindhoven, The Netherlands

Email: [redacted]@tue.nl; [redacted]tue.nl

Attention:

For non-scientific matters:

Email: J @tue.nl

Attention:

if to NWO

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO)

Address: Van Vollenhovenlaan 659, 3527 JP Utrecht, The Netherlands

Email: @nwo.nl

Attention:

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

22. MISCELLANEOUS

22.1. No representation, partnership or agency

The Partners shall not be entitled to act or to make legally binding declarations on behalf of each other, unless explicitly stated in this Agreement. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Partners.

22.2. Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise, the name of any of the Partners or any of their logos or trademarks without their prior written approval.

22.3. Partners shall refrain from any action which might harm (the reputation of) the other Partners.

22.4. Headings

The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

22.5. Waiver of rights

If a Party fails to enforce, or delays in enforcing, an obligation of another Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this

Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

22.6. Entire Agreement

This Agreement and its Appendices constitute the entire agreement between the Partners relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this article does not exclude any liability which a Party may have to another (or any right which a Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

22.7. Applicable law

This Agreement shall be construed in accordance with and governed by the laws of The Netherlands.

22.8. Settlement of disputes

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, may be submitted to start a proceeding under the rules of arbitration of the Netherlands Arbitration Institute. The place of arbitration shall be The Hague if not otherwise agreed by the Partners. The award of the arbitration will be final and binding upon the Partners. However nothing in this Agreement shall limit the Partners' right to seek injunctive relief or to enforce summary proceedings by a competent court of law in the Netherlands.

EXECUTED by the Partners

For and on behalf of [PARTNER NAME] Universiteit van Amsterdam

Name:

Positio

SIGNE

TITUTE OF PHYSICS
Science Park 904
Postbus 94485
090 GL Amsterdam
The Netherlands

Date: 8/5/2017

Appendix A Programme Proposal

Reference: FOM-16.1945

Version: 2.0

Date: 31-1-2017

1. Title of the proposed FOM program Nr. FOM-16.1945

Towards high-efficiency hybrid tandem solar cells

2. Applicants and industrial partner(s)

Applicants:

n (program leader)
Delft University of Technology,

Delft University of Technology,

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

University of Amsterdam

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

Industrial partners:

Shell, Amsterdam

Tempress, Radeweg 31, 8171 MD Vaassen

Levitech BV, Versterkerstraat 10, 1322 AP Almere

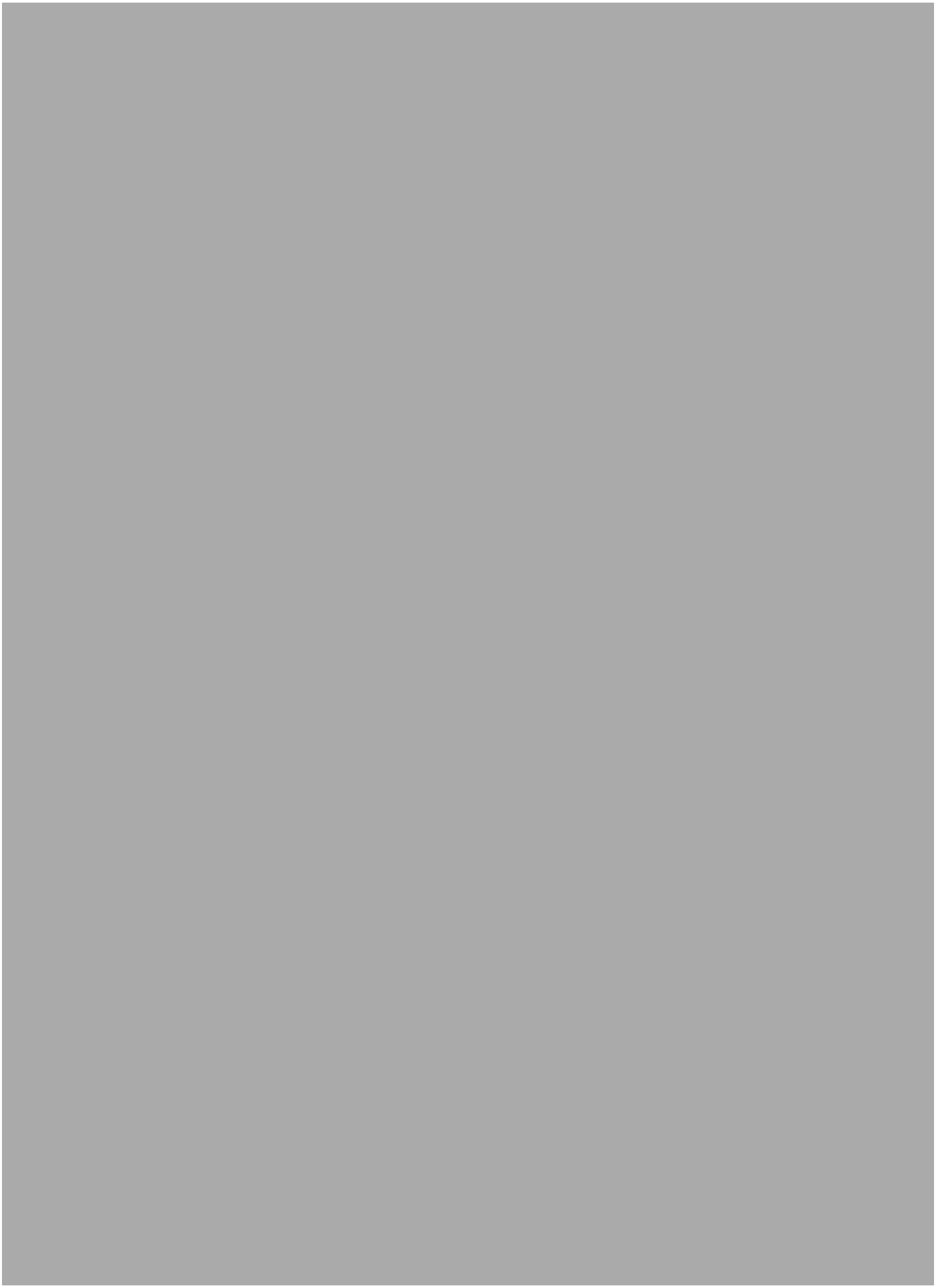
Exasun BV, Laan van Ypenburg 122, 2497GC Den Haag

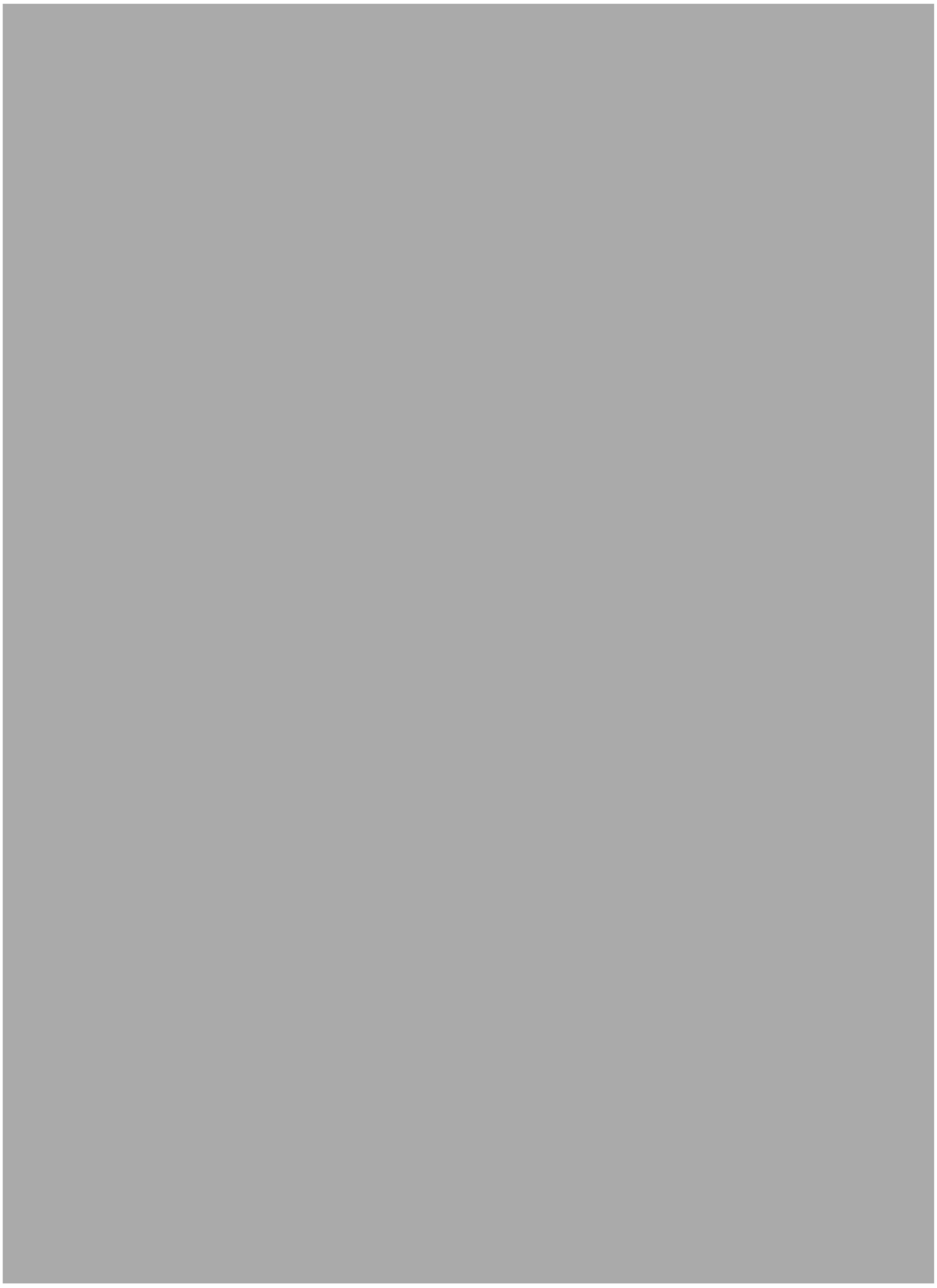
Eternal Sun Group, Wolga 11, 2491 BK Den Haag

ECN:

ECN Petten

ECN Solliance, Eindhoven









Appendix C Background list

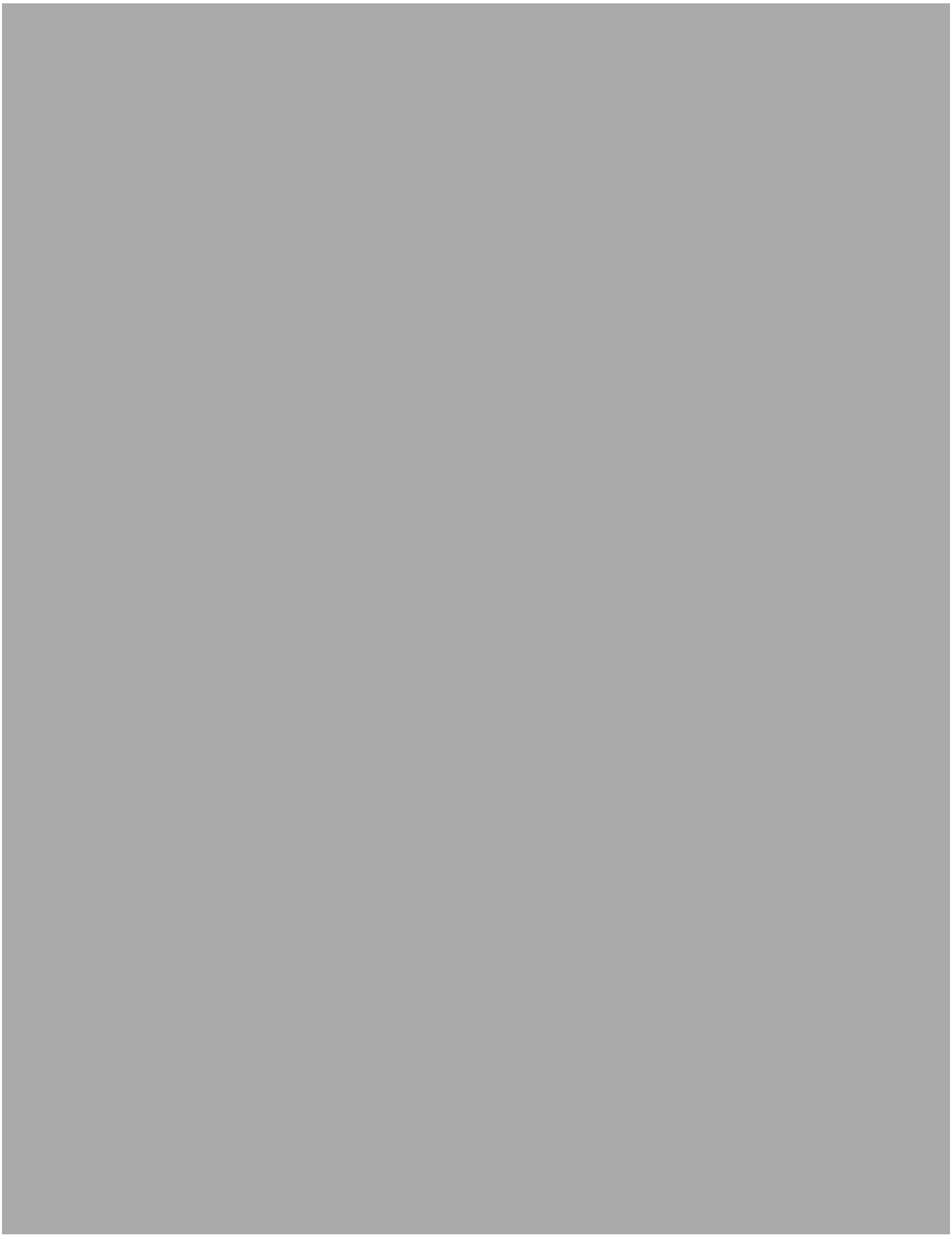
C1. Background included

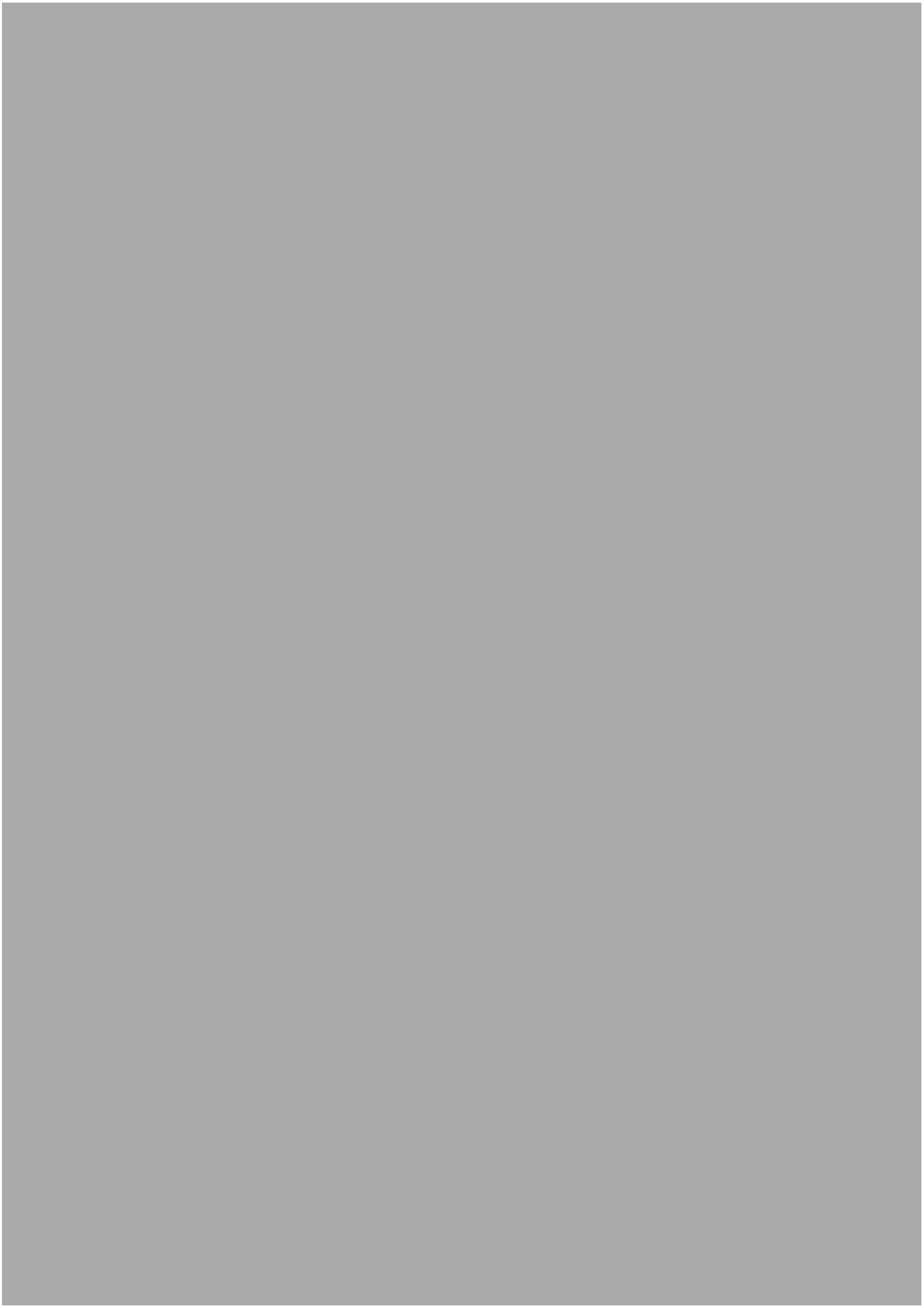
C2. Background excluded

In general:

- Background developed by employees not participating in the Project or Work Packages concerned;
- Background developed by employees participating in the Project but which is outside the scope of the Project;
- Background developed under the terms of any other agreement with other Partners;
- All know-how that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights
- All know-how related to existing patents and patent applications of the Partners (or any of its affiliates)

Appendix D Financial Arrangements







The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in five (5) equal parts. The first payment shall be remitted within sixty (60) days after the Effective date, as invoiced by NWO to the (respective) Private Partner(s).

The Private Partner(s) receive(s) invoices to remit its/their Financial Contributions that include its/their share in the program management and networking costs on the following dates:

- Effective date (in year 2017)
- 1st October 2018
- 1st October 2019
- 1st October 2020
- 1st October 2021.

Invoicing procedure

NWO will send to the Private Partners digital invoices. To this end, Private Partners will provide to NWO the following information:

- the purchase order
- the item number
- the requirements and procedures for invoicing, including the invoice submission address

Payment term for Shell will be 60 days.

For Private Partners that create (a) purchase order(s) or a vendor/client number, NWO provides the

following information:

The financial contribution is free of VAT

Address:

Netherlands Organisation for Scientific Research

Laan van Nieuw Oost-Indië 300

2593 CE The Hague

P.O. Box 93138

2509 AC The Hague, The Netherlands

www.nwo.nl



Email address to be used:

[redacted]@nwo.nl;

Appendix E Provisions for in-kind contributions

1. Permitted in-kind contributions

The following costs, directly attributable to the research project and incurred by the private party, may be contributed by private parties as in-kind contributions (see also provision 1):

a. Hours worked within the scope of the project:
   - wage costs, it being understood that these are based on an hourly wage, calculated on the basis of the annual wage at full employment according to the column «loon voor de loonbelasting» of the wage statement, plus the surcharges for social contributions payable by law or under individual contract or collective bargaining agreement, and based on 1650 productive hours per year. This amount may be increased with a surcharge for other general costs, subject to a maximum of 50% of the wage costs referred to above. The ensuing hourly rate to be attributed to the project, including said 50% surcharge for general costs, is capped at € 100. Contribution of costs for supervision or for project management is possible in the event of active participation of the intended supervisor or project manager in the research project (cf. under 1b).
b. Costs of material and resources to be used, based on the original purchase prices.
c. Use of equipment and machines
   - Costs associated with the purchase and use of machines and equipment, it being understood that these are based on the depreciation costs to be attributed to the project, calculated on the basis of the original purchase prices and a depreciation period of at least five years; costs of consumables and maintenance during the period of use.
   - Costs of purchase and use of machines and equipment that were not purchased solely for the project will only be considered project contributions pro rata based on the foregoing if there is a time log for each machine or for the equipment that conclusively establishes the operating hours.
   - In-kind contributions in the form of a discount on the regular purchase price in economic transactions (list price) of machines and equipment. The discount must be at least 25% of the list price. The costs charged to the project's equipment budget will then amount to the list price less said discount.

2. Accounting of in-kind contributions

Private parties must render account of their in-kind contributions to NWO by means of a statement of the contributed costs, to be provided to NWO within three months after the end of the research project to which the in-kind contribution was made. The application for approval of the in-kind contribution must be submitted simultaneously with the application for approval of the subsidy amount by the university partner(s), accompanied by a collective final report. If the in-kind contribution for which account must be rendered exceeds € 125,000, an auditor's report must be submitted; in other cases, a written statement by the holder or a power of attorney stating that the contributed in-kind efforts can actually be attributed to the project will suffice.

If the private party that committed itself to a research project with an in-kind contribution ultimately fails to make such in-kind contribution in full or in part, Article 10.6 applies.

Appendix F Shell Life Saving Rules

The safety of all those working for Shell is of great concern to us. Not following a safety rule is a significant contributory factor to past safety incidents involving Shell contractors. Most people consistently follow the safety rules but there is room for improvement.

As a potential supplier to Shell you and your people need to understand the Life-Saving Rules (high level details are below) and to ensure full compliance with them.

These Rules are not new but they ensure extra focus on 12 high-risk activities at work where we know that failure to comply has the highest potential for serious injury or death.

Complying with the Life-Saving Rules is vital for all Shell employees, and the employees of contractors and sub-contractors working for any Shell company.

Failure to comply will have serious consequences. Our approach will be that if someone chooses to break a Life-Saving Rule, they choose not to work for Shell. We will also apply this approach to supervisors who create or tolerate conditions for the breaking of the Rules.

The Life-Saving Rules will help protect everyone from harm and I look forward to your support in making our working environment a safer place.

7. Shell's 12 Life-Saving Rules

1: Work with a valid work permit where required





2: Conduct gas tests when required

3: Verify isolation before work begins and use the specified life protecting equipment





4: Obtain authorisation before entering a confined space

5: Obtain authorisation before overriding or disabling safety critical equipment





6: Protect yourself against a fall when working at height

7: Do not walk under a suspended load





8: Do not smoke outside designated smoking areas

9: No alcohol or drugs while working or driving





10. While driving, do not use your phone and do not exceed speed limits

11. Wear your seat belt





12: Follow prescribed Journey

BIJLAGE 4: ETERNAL SUN

CONSORTIUM AGREEMENT JSP3

PARTIES:

(1) **The Netherlands Organisation for Scientific Research (NWO),** having its office in Utrecht, at Van Vollenhovenlaan 659 (3527 JP), the Netherlands, hereinafter referred to as "NWO"; legally represented by , director NWO Science.

(2) **Technische Universiteit Eindhoven,** having its office at Groene Loper 5 (5612 AE) Eindhoven, the Netherlands, hereinafter referred to as "TU/e"; legally represented by , president;

(3) **Technische Universiteit Delft**, having its offices at Stevinweg 1 (2628 CN) Delft, the Netherlands, hereinafter referred to as "TUD"; legally represented by , Rector Magnificus;

(4) **AMOLF,** having its office at Science Park 104 (1098 XG) Amsterdam, the Netherlands, hereinafter referred to as "AMOLF", legally represented by , Institute Manager;

(5) **University of Amsterdam, Institute of Physics,** having its office at Science Park 904 (1098 XH) Amsterdam, the Netherlands, hereinafter referred to as "UvA", legally represented by director Institute of Physics;

(6) **Shell Global Solutions international BV,** having its office at Kessler Park 1 (2288 GS), Rijswijk, the Netherlands, hereinafter referred to as "Shell"; legally represented by , ETC Manager

(7) **Eternal Sun Group,** having its office Wolga 11 (2491 BK), The Hague, the Netherlands, hereinafter referred to as "ESG"; legally represented by , CTO;

(8) **Stichting Energieonderzoek Centrum Nederland (Energy Research Centre of the Netherlands)**, a Dutch foundation whose registered office is at Westerduinweg 3 (1755 LE), Petten, the Netherlands, hereinafter referred to as "ECN"; legally represented by COO Executive Board;

(9) **Exasun B.V.,** having its office at Laan van Ypenburg 122 (2497 GC) The Hague, the Netherlands, hereinafter referred to as "Exasun" legally represented by , CEO.

(10) **Levitech B.V.** having its office at Versterkerstraat 10, 1322AP Almere, the Netherlands, hereinafter referred to as "Levitech"; legally represented by , CEO;

(11) **Tempress Systems B.V.**, having its office at Radeweg 31 (8171 MD) Vaassen, the Netherlands, hereinafter referred to as "Tempress"; legally represented by , General Manager.

Shell, ESG, ECN, Exasun, Levitech and Tempress together hereinafter referred to as the "Private Partners".

TU/e, TUD, AMOLF, UvA, together hereinafter referred to as the "Knowledge Institutes".

Knowledge Institutes and Private Partners together referred to as "Programme Partners" or "Partners".

Parties 1 through 11 are collectively referred to as "Parties" or individually as "Party".

WHEREAS:

The Programme Partners are interested in a research study on the subject of 'Towards high-efficiency hybrid tandem solar cells', as further detailed in the Programme Proposal as included in Appendix A (“the Programme”);

The Programme shall be executed in separate Projects performed by universities that have been selected for funding;

The Parties wish to set forth in this Agreement the specific terms and conditions for the execution of the Programme;

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The words and phrases below shall have the following meanings:

Affiliated Entity	means any legal entity that is under the direct or indirect control of a Programme Partner, or under the same direct or indirect control as the Programme Partner, control taking any of the following forms: a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; b) the direct or indirect holding, in fact or in law, of decision-making; In relation to Shell Affiliate shall mean (i) Royal Dutch Shell plc (“RDS”) and any company or other legal entity other than Shell, which, at the time in question, is directly or indirectly controlled by RDS; and (ii) any company or other legal entity which, at the time in question, is being managed or operated by Shell Global Solutions International B.V., or a company as defined in (i) above; or to which Shell Global Solutions International B.V., or a company defined in (i) above, is providing services under a construction, operating or technical services agreement on a cost sharing basis.
Agreement	this consortium agreement and all its Appendices;
Appendix	appendix to this Agreement;
Background	means all IPR, information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored), which are not publicly available when disclosed under this Agreement and that is not generated or conceived within this Research provided by a Party to another Party within the Research, with the exception of the Results. Each Party has identified in an exhaustive manner in Appendix C the Background that is contributed to this Programme for the purpose of carrying out the research.
Commercial Use	Commercial exploitation of the Results aimed at generating income, such as by the sale of products or services incorporating

	the Results. For the avoidance of doubt, Commercial Use does not include performing research using the Results.
Confidential Information	means all information, in whatever form or mode of transmission, which is disclosed by one of the Parties (the “Disclosing Party”) to any other Party (the ”Receiving Party”) for the purpose of executing the research after signing the Agreement (i) in case of information disclosed in documentary or other tangible form, by labelling same as “confidential”, or (ii) when disclosed in intangible form, such as orally or visually, by confirming the same in writing as “confidential” within fourteen (14) calendar days from disclosure;
Contributions	the in kind or in cash contributions of the Programme Partners as set out in the itemised budget contained in Appendix D;
Dissemination	means the disclosure of Foreground by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of Foreground in any medium;
Effective Date	The signing date by NWO, being the last Party to sign the Agreement
Fair and Reasonable Conditions	means terms and conditions resulting from negotiations between Partners, taking into account the specific circumstances, for example the actual or potential value of the relevant Foreground or Background and/or the scope, duration or other characteristics of the use envisaged;
Financial Contribution	monetary (in-cash) contribution by each Private Partner to NWO as set forth in Appendix D to this Agreement, in order to co-fund the Project
Foreground	means the Results, including information and know-how, whether or not they can be protected, which are generated in a Project. Such Results include rights related to copyright, design rights, patent rights, or similar forms of protection;
Grant	Grant to the Programme including the Financial Contribution, as approved by the Board of NWO Science, set forth in Appendix B to this Agreement.
In-kind Contribution	Any contribution other than a Financial Contribution, including, but not limited to contributions in the form of man hours, materials and (use of) equipment, as set forth in Appendix D to this Agreement. Rules for participation with an In-Kind Contribution are set forth in Appendix E to this Agreement.
IPR	means intellectual property rights, including industrial property rights, know-how, copyrights, neighboring rights and any similar right recognized from time to time in jurisdiction, together with all rights of action in relation to the infringement of any of the above.
Official	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone

	acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
Option	the right to acquire an exclusive or non-exclusive right to use and exploit the Results or acquire ownership, generated in a Project or the Programme to which a Partner contributes in a Field.
Progress Report	means a report on the progress of the Programme. Progress Reports include progress in terms of costs and man-hours for each Programme Partner;
Project	a part of the Research that is described in the Programme Proposal:
Programme Proposal	the document identifying the budget, organisation, objectives, milestones, time schedule and methodology of the Programme in Appendix A;
Programme Committee	the representatives nominated by each of the Partners, pursuant to Article 4 of this Agreement, in order to supervise the carrying out of the Programme;
Programme Leader	the leader of the Research as described in the Programme Proposal;
Project Leader	the researcher who supervises a Project as described in the Programme Proposal;
Public Information	means all information, in whatever form or mode of transmission, which is not marked as Confidential Information;
Research	the research Programme under this Agreement which is collectively funded by the Partners, described in more detail in the Programme Proposal;
Results	shall mean all inventions, information, materials, methods, processes, products, programs, software, findings and discoveries that is generated or conceived in a Project, and IPR thereto.
Software	means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression;
Steering Committee	final decision-making body with delegates from NWO and all in-cash funding Private Partners;
Third Party or Third Parties	means a company (companies), institute (institutes) or (non-governmental) organization (organizations) that is (are) not an Affiliated Entity nor a Party;

Use Outside The Project	means the direct or indirect utilization in activities other than implementation of this Programme.

2. PURPOSE AND SCOPE

2.1. The Research shall be undertaken by the Partners in accordance with the Programme Proposal, this Agreement and the terms of the Grant.

2.2. In case of any inconsistency between the terms and conditions of the aforementioned documents, the order of precedence in case of conflict or for the sake of interpretation shall be as follows:

1. the terms of the Grant;
2. this Agreement
3. the appendices to this Agreement.

3. PROGRAMME PROPOSAL AND RESPONSIBILITIES OF THE PARTNERS

3.1. The purpose and scope of the Programme as well as the cooperation and division of the work of the Programme between the Programme Partners including the precise value and share of each of the Programme Partners in the Programme and the deliverables and time schedule, is outlined in detail in the Programme Proposal.

3.2. General principles

3.2.1. Each Programme Partner undertakes to use reasonable efforts to take part in the efficient implementation of Programme and to cooperate, perform and fulfil, promptly and in time, all of its obligations under this Agreement as may be reasonably required. Furthermore, each Programme Partner agrees to carry out its part of the work as described in the Programme Proposal with professional care and diligence and to produce such deliverables as agreed in the Agreement.

3.2.2. Each Programme Partner undertakes to notify promptly any significant information, fact, problem or delay of which that Programme Partner becomes aware and which is likely to affect the Programme.

3.2.3. Each Programme Partner undertakes to use reasonable efforts to enable the Programme Leader and the Programme Committee to carry out its tasks. Each Programme Partner shall promptly provide all information reasonably required by the Programme Leader or the Programme Committee to carry out its tasks.

3.3. Breach

3.3.1. In the event the Steering Committee or a Programme Partner identifies a breach by a Programme Partner of its obligations under this Agreement, the Steering Committee will give written notice to such Programme Partner requiring that such breach be remedied within a reasonable period.

3.3.2. Upon prior approval of the Steering Committee the Programme Partner may for its own account request a Third Party to remedy the breach, which approval will not unreasonably be withheld or delayed. The Steering Committee may attach specific conditions to the approval.

3.3.3. If a breach is substantial and is not remedied in time or is not capable of remedy, the Steering Committee may decide to declare the Programme Partner a "Defaulting Programme Partner" and to decide on the consequences thereof which may include termination of its participation by written notice to the Defaulting Programme Partner without any legal proceedings. Such consequences will include proposals and actions aimed at minimizing the effects of the breach and repayment of payments received by the Defaulting Programme Partner. Such consequences may not include punitive measures of any kind.

3.3.4. For the avoidance of doubt, each Programme Partner also has the right to claim for specific performance of any obligation of any Defaulting Programme Partner resulting from this Agreement, allowing the Defaulting Programme Partner a reasonable period to remedy the breach and provided that the Programme Partner claiming specific performance was reasonably affected by the breach. In case the breach is not remedied in time, the claiming Programme Partner may cure or have cured the breach for the account of the Defaulting Programme Partner.

4. PROGRAMME MANAGEMENT

4.1. On behalf of NWO, [redacted] will act as the contact person. He will be the first point of contact for the Steering Committee, Programme Committee and the Project Leaders involved. He will act as secretary in both the Programme Committee and the Steering Committee.

4.2. The Programme Committee shall be responsible for monitoring and evaluating the progress of the various aspects within the Research (scientific, knowledge transfer, IP issues, budget and staffing). The Programme Committee shall submit proposals for major substantive and financial changes to the Steering Committee. The Programme Committee shall consist of the Programme Leader, Project Leaders, one representative from each Private Partner, and the secretary.

4.3. The Programme Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Programme Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Programme Committee, the respective decision will be taken by a majority of votes. The secretary shall have an advisory role in the meetings of the Programme Committee and has no voting right. Should the voting lead to a tie of votes (50-50%), then the decision will be made by the Steering Committee following the procedure described in Article 4.5.

4.4. The Programme Committee will meet on a regular basis. Minutes of the meetings of the Programme Committee shall be drafted by the secretary and transmitted to the Partners without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Partners if, within 14 days from receipt, no Programme Partner has objected in writing to the Programme Leader. The Programme Leader will collect progress reports from the Partners as required under this Agreement and the terms of the Grant.

4.5. The Steering Committee is responsible for overall vision and mission of the programme, for making available the committed cash contributions, and for approving adaptations (if any) to the Programme and/or Programme financing. The Programme Committee will make a proposal for any adaptations required to the Steering Committee. The Programme Leader will have a strong advisory role in the Steering Committee, but will have no vote. The Steering Committee shall only meet if one or more of the Partners see(s) reason for it to do so. Meetings may be held in person or by any communication means. In-cash contributing Partners are represented in the Steering Committee by one (L) representative. At the start of the Research, the Steering Committee shall consist of the following members:

[redacted], Shell, member;
[redacted], NWO head Strategic Partnerships, member;
[redacted], Programme Leader, guest (no vote);
[redacted], NWO programme coordinator, secretary (no vote).

4.6. The Steering Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Steering Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Steering Committee, the issue shall be submitted to the higher tier directors of the Partners. If they are unable to resolve the matter to the general satisfaction of the Partners, Article 17 shall apply.

4.7. The Programme Leader reports to NWO.

4.8. The Programme Leader will:

a) be the primary contact for NWO;
b) be responsible for the day-to-day management of the Programme;
c) chair the meetings of the Programme Committee;
d) will arrange for the (financial) administration of the Programme as required under terms of the Grant;
e) be responsible for implementing decisions taken by the Programme Committee or Steering Committee; and
f) monitor the progress of the Programme with respect to milestones and deliverables as described in the Programme Proposal.

4.9. In case the Programme Leader or one of the other Partners in the Project is assigned to receive subsidy payments and to pass payments to the other Partners, the Programme Partner receiving the subsidy payment will forward the payments to the other Partners within twenty one (21) calendar days after receipt of a subsidy payment from the granting authority. Each Programme Partner will provide in writing its bank account information.

4.10. A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision may exercise a veto with respect to the corresponding decision or relevant part of the decision.

5. DURATION

5.1. This Agreement shall be effective as of the Effective Date.

5.2. This Agreement shall remain in full force until the date of termination or the date of conclusion of the Programme ("the Term") through a Grant closure decision, i.e. until the final settlement of the grant by NWO or terminated earlier in accordance with the provisions of Article 17. The provisions relating to definitions & interpretation, IPR and Confidential Information, for the time period mentioned therein, as well as those relating to liability, applicable law and settlement of disputes shall survive the expiration or termination of this Agreement.

6. LIABILITY and WARRANTIES

6.1. Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the Agreement, will be determined in accordance with applicable law.

6.2. No Party shall be liable to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act. For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Appendix A provided such damage was not caused by a wilful act or gross negligence.

7. ADDITION OF NEW PARTNERS

7.1. New Partners may join this Agreement as Programme Partner with the unanimous agreement of all Partners.

7.2. New Partners shall be bound by the terms of this Agreement and such other conditions as the Programme Committee and NWO may specify.

8. SUBCONTRACTING

A Programme Partner that enters into a subcontract or otherwise involves Third Parties in this Programme remains solely responsible for carrying out its relevant part of the Programme and for such Third Party's compliance with the provisions of this Agreement. It has to ensure that any Third Party is bound by the same confidentiality obligations as the Programme Partner and that the involvement of Third Parties does not affect the rights and obligations of the other Partners under this Agreement.

9. WITHDRAWALS

9.1. No Programme Partner may withdraw from the Programme without the prior unanimous consent of the Steering Committee.

9.2. In the event of withdrawal of a Programme Partner (the "Withdrawing Programme Partner"), the Steering Committee will make all reasonable attempts to reallocate the obligations and the remaining funding of the Withdrawing Programme Partner under this Agreement to another Partner or Third Party.

9.3. The Withdrawing Programme Partner shall not be entitled to recover any of its remaining costs incurred in connection with the Programme and shall comply with the following conditions:

9.3.1. rights granted to the other Partners in respect of the Withdrawing Programme Partner's Background and Foreground shall continue subject to the restrictions contained in this Agreement;

9.3.2. to the extent that exploitation of any other Programme Partner's Foreground is dependent on the Withdrawing Programme Partner's Background, then the Withdrawing Programme Partner shall, subject to any existing third party obligations, grant to the other Partners licence to such Background in accordance with this Agreement, unless otherwise agreed between Partners.

9.3.3. the Withdrawing Programme Partner shall grant to the other Partners a non-exclusive, royalty-free licence to use the Withdrawing Programme Partner's Foreground for the

purposes of carrying out the Project. Any exploitation or other use of such Withdrawing Partners Foreground will be dealt with in accordance with the terms of this Agreement;

9.3.4. all rights acquired by the Withdrawing Programme Partner to the Background and Foreground of the other Partners shall cease immediately other than in respect of the Withdrawing Programme Partner's interest in any jointly owned Foreground.

9.3.5. In the event that after the Effective Date any Third Party would acquire, directly or indirectly, the ownership or control over of a Programme Partner, the Steering Committee may decide to terminate this Agreement, with respect to such Programme Partner, the provision of Article 9.3.1 being correspondingly applicable to such Programme Partner. Such decision must be taken within 60 days from the date such change of control has been made public. If the other Partners would not agree unanimously to such termination, any Programme Partner may withdraw from the relevant Project Agreement without any liability to the other Partners within 60 days thereafter. In this case the provisions of Article 17 will apply correspondingly.

9.3.6. When TNO acquires, directly or indirectly, the ownership or control over ECN or in the event that TNO and ECN desire that all rights and obligations of ECN under this Agreement are assigned to TNO, the other Partners herewith agree to such transfer of ownership or control or to such assignment of the rights and obligations of ECN. ECN shall as of then become a Withdrawing Programme Partner automatically.

10. FUNDING, FINANCIAL MANAGEMENT AND FINANCIAL PROVISIONS

10.1. The financial arrangements for the Programme shall be set out in Appendix D and overseen by the Programme Committee.

10.2. Throughout the Term, each Private Partner shall pay to NWO the Financial Contribution set forth in Appendix D to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.

10.3. With respect to the invoicing referred to in Article 10.2, Private Partners will provide NWO with the information and, if applicable, purchase orders, as set forth in Appendix D to this Agreement.

10.4. The Financial Contribution mentioned in Appendix D includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

10.5. NWO shall apply the Financial Contributions to grant the Programme according to the Programme Proposal as set forth in Appendix A.

10.6. In case a Private Partner makes an In-Kind Contribution, as approved by NWO and as set forth in Appendix D, said Private Partner shall account for this In-Kind Contribution as set forth in Appendix E. If a Private Partner fails to account in such a way for (a part of) the In-Kind Contribution Partners will discuss and decide jointly about the consequences and/or solutions of the shortcoming, such as, but not limited to, alternatives to deliver the Contribution or withdrawal of that Private Partner from the Programme.

10.7. NWO will start the payment of the Grant to the Programme only after the Effective Date and after it has received a completed starting form (Startformulier, see granting letter (Appendix B). The Grant can only be used for costs made after the Effective Date. In case additional budget in the form of TKI allowance is applied for, the Grant (including the TKI allowance) can only be used for costs made after the application date for the TKI allowance; in such case, the Programme can thus start

only after this application date instead of the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant (including the TKI allowance) is for the risk and on the expenses of that Knowledge Institute.

10.8. Disbursements on behalf of the Programme budget are only possible until the Programme end date, unless

a) the approved budget includes a financial reservation to be paid after the Programme end date,

or

b) the Grant closure decision by NWO allows – on request of the Project Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision, provided (in both cases) that the commitment concerned has been made before the Programme end date.

10.9. The Programme Leader will prepare and submit to the Programme Committee an up to date financial status report of the Programme on a bi-annual basis.

11. FUNDAMENTALS AND ETHICS

11.1. Business ethics and conflicts of interest

Each Party shall uphold the highest standards of business ethics in the performance of this Agreement and shall require its directors, officers, employees, consultants, agents and contractors to conduct themselves in accordance with principles of integrity, fairness and transparency when performing this Agreement.

11.2. Conflict of interest and corrupt practices

Each Party shall avoid any conflict of interest between its own interests and the interests of the other Partners in dealing with organisations or individuals doing or seeking to do business in connection with this Agreement.

11.3. No Party will, directly or indirectly, receive from or give or offer to give anything of material value to any other Party, its University, employee or other persons, including Officials, in connection with this Agreement, other than specifically stated in the Project Proposal. A Party will promptly notify the other Partners of any violation of this clause.

11.4. Unless explicitly agreed otherwise in writing, none of the Partners is entitled to act or make legally binding declarations on behalf of any of the other Partners. Nothing in this Agreement shall be deemed to constitute a joint venture, agency or any other kind of formal business grouping or entity between the Partners.

11.5. Health, Safety, Environment & Security

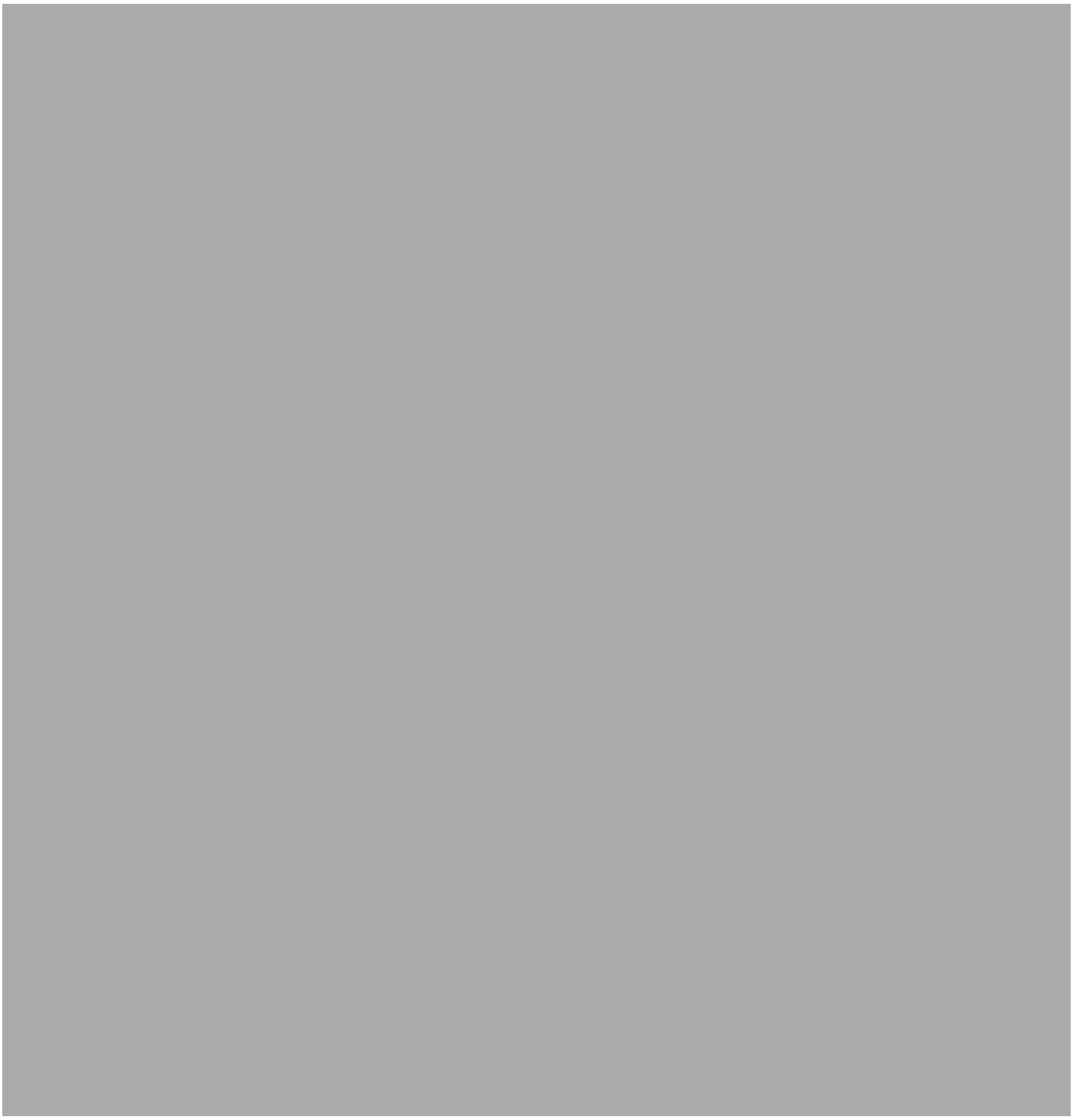
The Partners shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules (Appendix F).

- Whenever Parties' personnel are on a worksite of another Party they shall behave in a manner which is consistent with the rules of that Party. Whenever Parties are on a Shell worksite they shall behave in a manner which is consistent with Shell 's requirements for the management of health, safety, security, and the environment set forth herein as well as

any related rules, procedures or codes of practice in force at the relevant worksite. The Parties shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules.

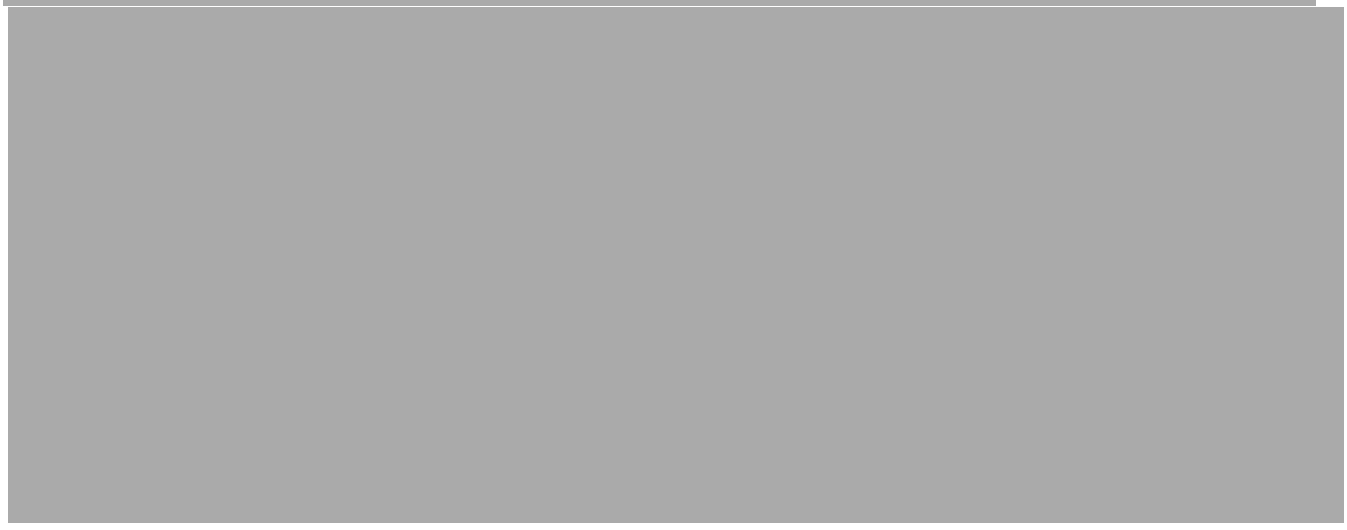
- Each Party confirms having received a copy of Shell's Life Saving Rules (or alternatively, has taken notice of the Life Saving Rules at http://www.shell.com/home/content/environment_society/safety/culture/).
- Each Party is solely responsible for determining the nature and scope of the health, safety, security and environmental risks associated with the work of the Party and its personnel in connection with the Agreement. Each Party assumes all responsibility and liability for such risks. Each Party and its personnel shall perform the scope without interfering with the operations of Shell or Affiliates of Shell or of any other Parties at the worksite.

12. BACKGROUND



13. FOREGROUND





14. USER RIGHTS AND/OR TRANSFER OF OWNERSHIP OF FOREGROUND





15. NON-DISCLOSURE AND DISCLOSURE OF INFORMATION AND DISSEMINATION OF FOREGROUND

One of the main objectives of the Programme is to generate and disseminate new knowledge. Only Public Information may be disclosed to Third Parties without any restriction and Foreground may only be disseminated, if Partners' rights regarding ownership, transfer of ownership and access rights are respected and the classification of such Foreground has been taken into account.

Before disclosing any Confidential Information to any Receiving Party, the Disclosing Party shall inform the Receiving Party's primary point of contact as mentioned in Article 21 of the nature of such information. The Receiving Party, acting in good faith, shall be entitled to refuse to receive such Confidential Information (for example, to avoid contamination of the Receiving Party's and/or its Affiliates' existing know-how) and, to the extent that the Disclosing Party does disclose Confidential Information to the Receiving Party after the Receiving Party has indicated that it does not wish to receive such information, the Receiving Party and its Affiliates shall (in the absence of further written agreement) be entitled to regard such information as non-confidential and be free to use and disclose it entirely as they see fit and for any purpose.

15.1. Non-Disclosure of Confidential Information

For Confidential Information the Receiving Parties hereby undertake for a period expiring five [5] years after the completion of the Project, unless otherwise decided by the Partners involved:

a) to preserve the confidentiality of all Confidential Information;

b) not to use Confidential Information otherwise than for the purpose for which it was disclosed;

c) to use such Confidential Information only for the implementation of the Project unless otherwise agreed with the Disclosing Party;

d) not to disclose Confidential Information to a Third Party without the prior written consent of the Disclosing Party;

e) to ensure that internal distribution of Confidential Information by a Receiving Party shall take place on a strict need-to-know basis; and

f) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Receiving Party including all copies thereof and to delete all Confidential Information stored in a machine readable form. If needed for the recording of on-going obligations, the Receiving Party may however request to keep a copy for archival purposes only. Further, the Receiving Party is not obliged to return or delete routinely created back-up copies of electronic documents containing Confidential Information until the copies are deleted in the ordinary course of business.

15.2. Notwithstanding Article 15.1 sub d, a Receiving Party shall be allowed to disclose Confidential Information of the Disclosing Party to an Affiliated Entity of the Receiving Party and such Affiliated Entity shall be allowed to use such Confidential Information for the purpose for which it was disclosed provided such Affiliated Entity:

a) needs to know and use such Confidential Information in furtherance of completing work under the Project;

b) has been informed of the confidential nature of the Confidential Information in question; and

c) is bound by obligations no less stringent than those assumed hereunder.

15.3. The Receiving Party shall be responsible for the fulfilment of the above obligations on the part of its employees and shall ensure that its employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of their employment.

15.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Receiving Party can show that:

a) the Confidential Information is or has become publicly available by means other than a breach of the Receiving Party's confidentiality obligations;

b) the Disclosing Party subsequently informs the Receiving Party that the Confidential Information is no longer confidential;

c) the Confidential Information is communicated to the Receiving Party without any obligation of confidence by a Third Party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

d) the Confidential Information, at any time, was developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party; or

e) the Confidential Information was already known to the Receiving Party prior to disclosure.

15.5. The Receiving Party shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

15.6. After a Party becomes aware of unauthorised disclosure, misappropriation or misuse, that Party shall promptly advise the other Party or Partners in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information.

15.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

a) notify the Disclosing Party; and

b) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

15.8. Dissemination of Public Information

Each Programme Partner shall ensure that Public Information is disseminated as swiftly as possible.

15.9. Each Programme Partner undertakes to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree which includes its Foreground or Background. However, confidentiality and publication articles have to be respected.

16. PUBLICATION

16.1. Before any proposed publication in connection with or relating to the Programme each Programme Partner will ask prior permission of the other Partners in accordance with the following procedure.

16.2. A copy of any publication shall be sent to the other Partners at the earliest time possible. Any of the Partners may object to the publication within 30 days after receipt of a copy of the proposed publication on any of the following grounds: (i) that they consider that the protection of the objecting Programme Partner's Foreground and/or Background would be adversely affected by the proposed publication or (ii) that the proposed publication includes Confidential Information of the objecting Programme Partner.

16.3. The proposed publication shall not take place until the expiry of the above period of 30 days. In the absence of any written objection within the above mentioned period, it is deemed that the Partners agree to the proposed publication. In the event that an objection is raised on any of the above defined grounds within the above period of 30 days, the Programme Partner proposing the publication and the Programme Partner objecting shall seek in good faith to agree a solution on a timely basis whereby such objection is resolved and the scientific quality is maintained.

16.4. The Partners undertake to cooperate to allow the timely submission, examination, publication, defence of any dissertation or thesis for a degree.

16.5. The publication may be postponed for a maximum period of three (3) months, as from the date the request for publication was made, in order for the protection of IPR.

16.6. For the avoidance of doubt, this procedure shall be applicable regardless of the content of the proposed publication.

17. TERMINATION

17.1. In addition to the remedies contained in Article 9 (Withdrawals), in the event that any Programme Partner shall commit any breach of or default in any terms or conditions of this Agreement, the Programme Committee may decide by unanimous vote of the non-defaulting Partners to serve written notice of such breach or default on the Defaulting Programme Partner and in the event that such Programme Partner fails to remedy such default or breach within 30 days after receipt of such written notice any of the Partners may, at their option and in addition to any other remedies which they may have at law or equity, remove the Defaulting Programme Partner and continue with the Project. Any removal of the Defaulting Programme Partner shall be reported to NWO.

17.2. If any Programme Partner (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Programme Partner's winding-up or dissolution; or makes an administration order in relation to that Programme Partner; or if any Programme Partner (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Programme Partner; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining members of the Programme Committee shall meet to suspend or terminate that Programme Partner's involvement in the Programme Committee and the Project. Any removal of the Defaulting Programme Partner shall be effective as of the date of the receipt of such notice whereupon the provisions of Article 9.3 shall apply to the defaulting Programme Partner.

17.3. In the event a Programme Partner is declared a Defaulting Programme Partner this Agreement will automatically be terminated towards this Programme Partner by written notice and without any legal proceedings.

17.4. In the event that it is agreed by all the Partners that there are no longer valid reasons for continuing the Programme, the Steering Committee may decide by unanimous vote to terminate the Programme.

18. BUSINESS PRINCIPLES; SUPPLIER PRINCIPLES; CODE OF CONDUCT

18.1. Each Party acknowledges that it has (a) received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at http://www.shell.com/sgbp) and the Shell Supplier Principles (or alternatively taken note of the Shell Supplier Principles at http://www.shell.com/suppliers) (collectively the "Business Principles"); (b) received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at http://www.shell.com/codeofconduct); and (c) been made aware of the Shell Global Helpline at http://www.shell.com/report_concerns/index.html. Each Party agrees that it will adhere to the principles contained in the Business Principles (or where other Parties have adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of Shell in connection with the Agreement and the business resulting therefrom. In the event that Shell or any of its Affiliated Entities supply staff that work on behalf of Shell or represent Shell, each Party commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct. Each Party will notify Shell immediately if it becomes aware of any behaviour by Shell staff, Parties or their Affiliated Entities which is, or may be, inconsistent with the Business Principles, the Shell Code of Conduct or, where the Party has adopted equivalent principles, their equivalent.

18.2. At Shell's request, a Partner will provide information to Shell as required to complete and fully respond to Shell's usual supplier questionnaires and due diligence to confirm compliance by Parties and their Affiliated Entities with Business Principles. As part of Shell's due diligence, Parties will grant Shell or its representative's reasonable access to Parties' facilities and sites which is necessary in order to review a Parties compliance with this Article 18.

19. COMPLIANCE WITH ANTI-BRIBERY LAWS; INTERNAL CONTROLS; TRADE CONTROL LAWS

19.1. Each Party represents and warrants that, in connection with the Agreement or the business resulting therefrom: (a) it is knowledgeable about anti-bribery laws applicable to the performance of the Agreement and will comply with all such laws; (b) neither it nor an Affiliated Entity have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.

19.2. Each Party undertakes to immediately notify other Parties if in connection with the Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage.

19.3. Shell confirms that its appointment of other Parties was expressly made on the basis that anti-bribery laws and the Business Principles would not be violated. Each Party acknowledges that the contents of the Agreement may be disclosed by Shell to Third Parties for the purposes of demonstrating compliance with this Article.

19.4. Each Party and its Affiliated Entities shall maintain adequate internal controls and procedures to assure compliance with anti-bribery laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

19.5. Each Party acknowledges that it is familiar with and will comply with all applicable trade control laws. Without prejudice to the foregoing, other Parties will provide Shell, in writing, with the relevant Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any dual-use or military items (i.e. goods, software, or technology) as well as Harmonized System Codes for any items provided pursuant to this purchase order. Unless otherwise agreed between the Parties, each Party shall be responsible for obtaining all necessary import and export licenses as required by applicable trade control laws for any goods, software, or technology provided by or on behalf of that Party pursuant to this purchase order. Where such licenses or authorizations are obtained, each Party shall provide Shell written notice of all applicable conditions, including but not limited to those restricting the further export, use or release of the goods, software or technology. Each Party, shall indemnify, defend, and hold harmless the other Parties, and Affiliated Entities from and against any and all losses, damages, costs (including legal fees), claims, expenses, fines and penalties incurred or suffered as a result of Party's non-compliance with trade control laws.

20. NON-ASSIGNMENT

This Agreement and any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Programme Partner other than to their respective Affiliated Entities, in whole or in part, without the express prior written consent of the other Programme Partners. Notwithstanding the former, ECN shall be entitled to assign all its rights and obligations under this Agreement to the Netherlands Organization for Applied Scientific Research TNO.

21. NOTICES

Any notice to be given under this Agreement shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to SHELL

Shell Global Solutions International BV

Address: Grasweg 31, 1031 HW, Amsterdam, NL

Email: [redacted]@shell.com

Attention:

if to the ETERNAL SUN GROUP

Eternal Sun Group

Address Wolga 11 (2491 BK), The Hague, the Netherlands

Email: @eternalsun.com

Attention:

if to the STICHTING ENERGIEONDERZOEK CENTRUM NEDERLAND (ECN)

Stichting Energieonderzoek Centrum Nederland

Address Westerduinweg 3, 1755 LE, Petten

Email: @ecn.nl

Attention:

if to EXASUN

Exasun BV

Address: Laan van Ypenburg 122, 2497 GC, The Hague

Email: xasun.com

Attention:

if to LEVITECH B.V.

Levitech

Address: Versterkerstraat 10, 1322AP Almere, The Netherlands

Email: @levitech.nl

Attention: Ernst Granneman

Email: levitech.nl

Attention:

if to TEMPRESS SYSTEMS B.V.

Tempress Systems B.V.

Address: Radeweg 31, 8171 MD VAASSEN

Email: [redacted]tempress.nl

Attention: [redacted], CTO

if to the TECHNISCHE UNIVERSITEIT DELFT (TUD)

Technische Universiteit Delft

Address: Mekelweg 4, 2628 CD Delft, the Netherlands

Email: [redacted]@tudelft.nl

Attention: [redacted]

if to the UNIVERSITY OF AMSTERDAM:

University of Amsterdam, Institute of Physics

Address: Science Park 904, 1098XH Amsterdam

[redacted]@uva.nl

Attention: [redacted]

Email: [redacted]@uva.nl

Attention: [redacted]

if to AMOLF

Science Park 104, 1098 XG Amsterdam

Email: [redacted]@amolf.[redacted]@amolf.nl

Attention: [redacted]

if to the TECHNISCHE UNIVERSITEIT EINDHOVEN (TU/e)

Technische Universiteit Eindhoven

Address: Groene Loper 5, 5612AE Eindhoven, The Netherlands

Email: [redacted]@tue.nl; [redacted]tue.nl

Attention:

For non-scientific matters:

Email: J @tue.nl

Attention:

if to NWO

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO)

Address: Van Vollenhovenlaan 659, 3527 JP Utrecht, The Netherlands

Email: @nwo.nl

Attention:

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

22. MISCELLANEOUS

22.1. No representation, partnership or agency

The Partners shall not be entitled to act or to make legally binding declarations on behalf of each other, unless explicitly stated in this Agreement. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Partners.

22.2. Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise, the name of any of the Partners or any of their logos or trademarks without their prior written approval.

22.3. Partners shall refrain from any action which might harm (the reputation of) the other Partners.

22.4. Headings

The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

22.5. Waiver of rights

If a Party fails to enforce, or delays in enforcing, an obligation of another Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this

Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

22.6. Entire Agreement

This Agreement and its Appendices constitute the entire agreement between the Partners relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this article does not exclude any liability which a Party may have to another (or any right which a Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

22.7. Applicable law

This Agreement shall be construed in accordance with and governed by the laws of The Netherlands.

22.8. Settlement of disputes

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, may be submitted to start a proceeding under the rules of arbitration of the Netherlands Arbitration Institute. The place of arbitration shall be The Hague if not otherwise agreed by the Partners. The award of the arbitration will be final and binding upon the Partners. However nothing in this Agreement shall limit the Partners' right to seek injunctive relief or to enforce summary proceedings by a competent court of law in the Netherlands.

EXECUTED by the Partners

For and on behalf of [PARTNER NAME] Universiteit van Amsterdam

Name:

Positio

SIGNE

TITUTE OF PHYSICS
Science Park 904
Postbus 94485
090 GL Amsterdam
The Netherlands

Date: 8/5/2017

Appendix A Programme Proposal

Reference: FOM-16.1945

Version: 2.0

Date: 31-1-2017

1. Title of the proposed FOM program Nr. FOM-16.1945

Towards high-efficiency hybrid tandem solar cells

2. Applicants and industrial partner(s)

Applicants:

n (program leader)
Delft University of Technology,

Delft University of Technology,

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

University of Amsterdam

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

Industrial partners:

Shell, Amsterdam

Tempress, Radeweg 31, 8171 MD Vaassen

Levitech BV, Versterkerstraat 10, 1322 AP Almere

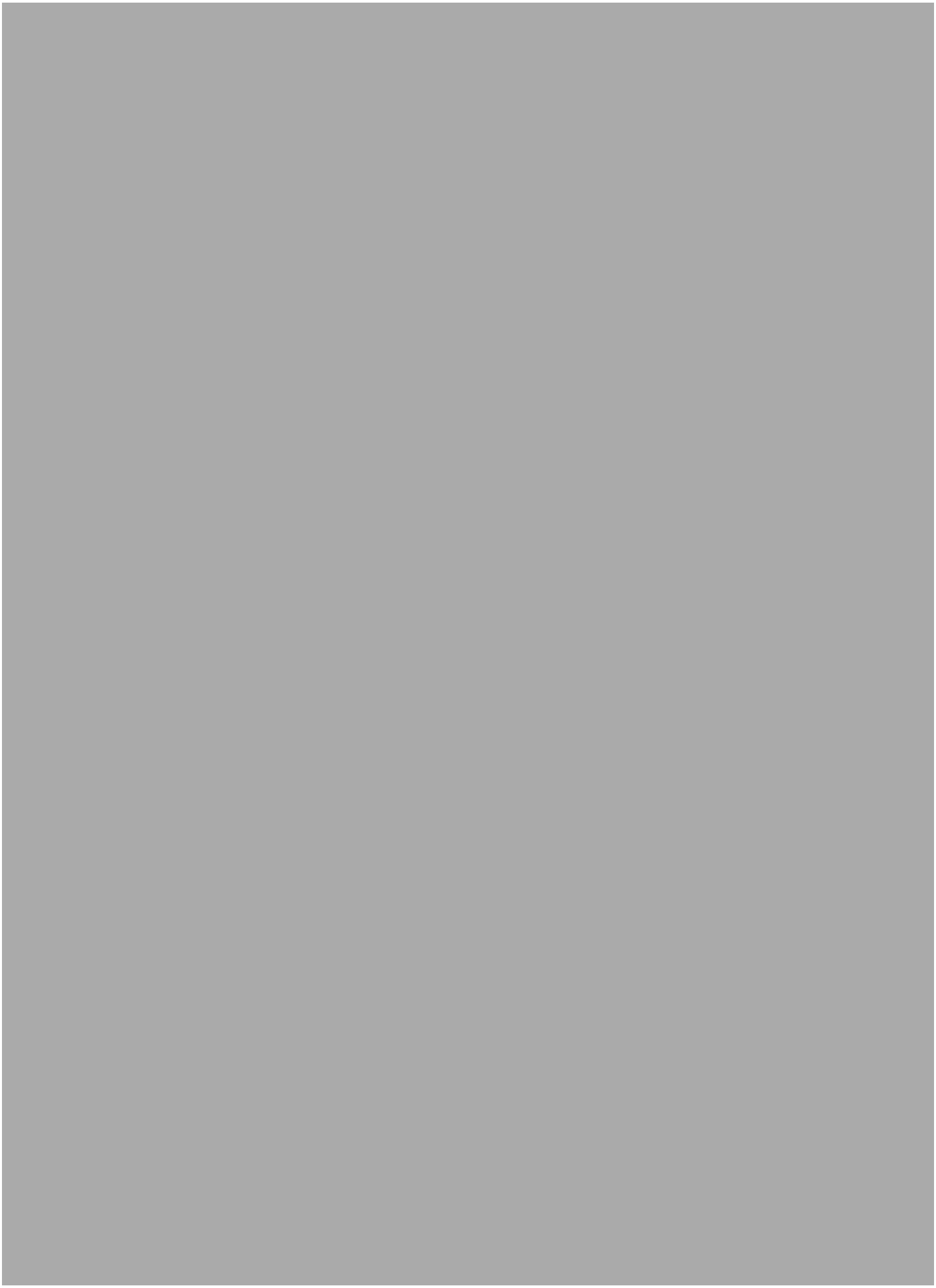
Exasun BV, Laan van Ypenburg 122, 2497GC Den Haag

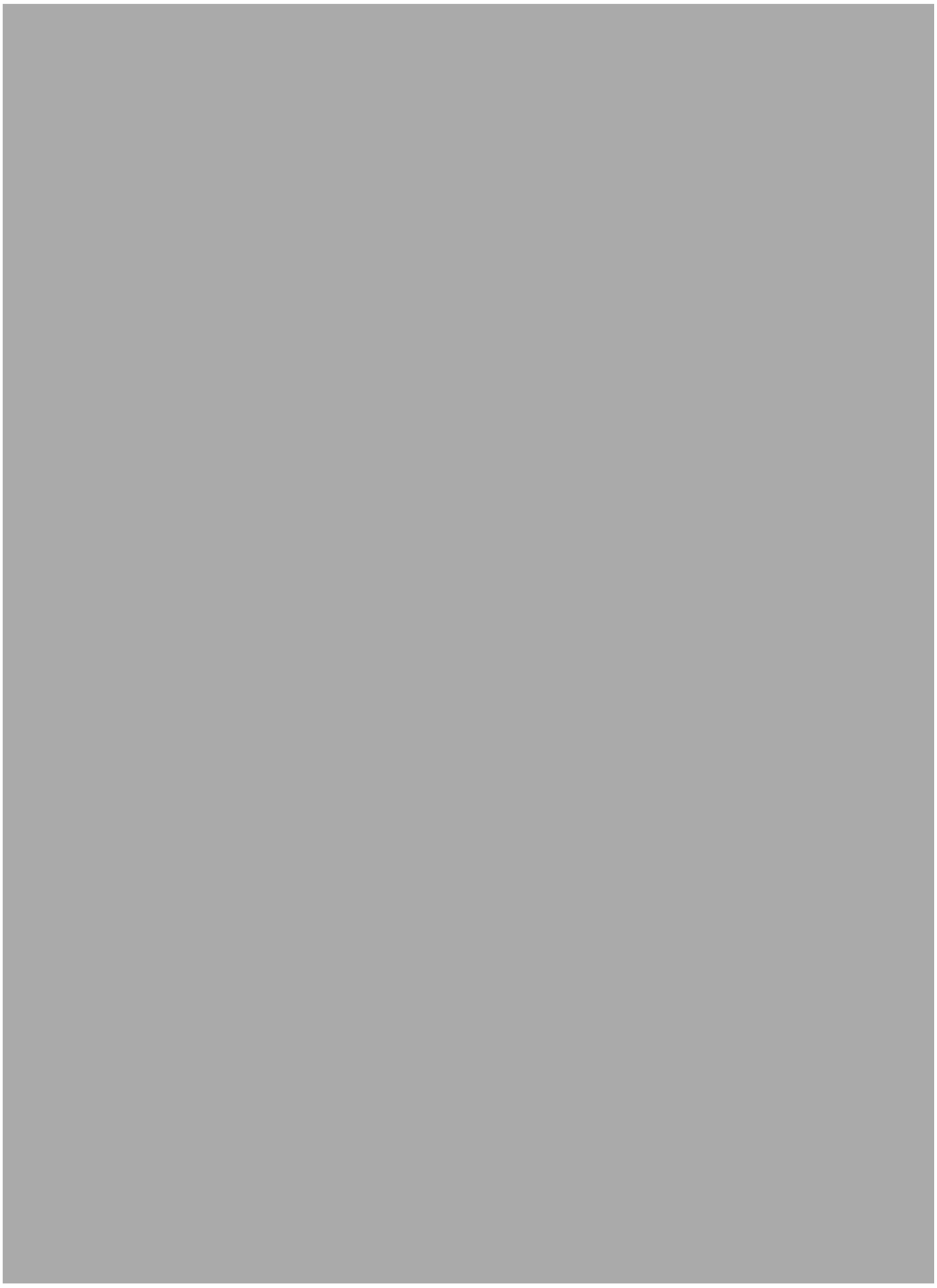
Eternal Sun Group, Wolga 11, 2491 BK Den Haag

ECN:

ECN Petten

ECN Solliance, Eindhoven









To:
Stichting voor Fundamenteel Onderzoek der Materie
[redacted]
P.O. Box 3021
3502 GA Utrecht

Dear [redacted]

On behalf of Eternal Sun B.V. I am more than happy to inform you that we are willing to support the initiative entitled Joint Solar Programme III ("JSPIII") for which a proposal is submitted by Prof. Dr. Miro Zeman for funding from FOM.

Motivation to participate
Our company is specialized in testing technology, methods and equipment for PV modules and cells. We are interested in the development of the new solar cell technologies within the JSPIII since this will also bring new challenges in our field of testing and characterization. We aim to have our test equipment and methods always ready for the newest solar cell technologies and want to exchange knowledge and experience on this topic with the partners in this program.

We contribute to the program in-kind with knowledge, equipment and facilities for testing and evaluating the samples that are developed by the partners.

Intended contribution
Subject to agreement on the terms and conditions in the cooperation agreement, Eternal Sun B.V. will commit to a total contribution as described in the application of €10.000 in kind. In case the project proposal is not granted, an agreement on the co-operation agreement could not be reached, or in case the support is significantly lower than anticipated at the moment of signing of this Letter of Commitment, Eternal Sun B.V. is entitled to reconsider and may end its participation and contribution.

We are looking forward to a fruitful cooperation.

With kind regards,

[redacted]

Appendix B the Grant

Appendix C Background list

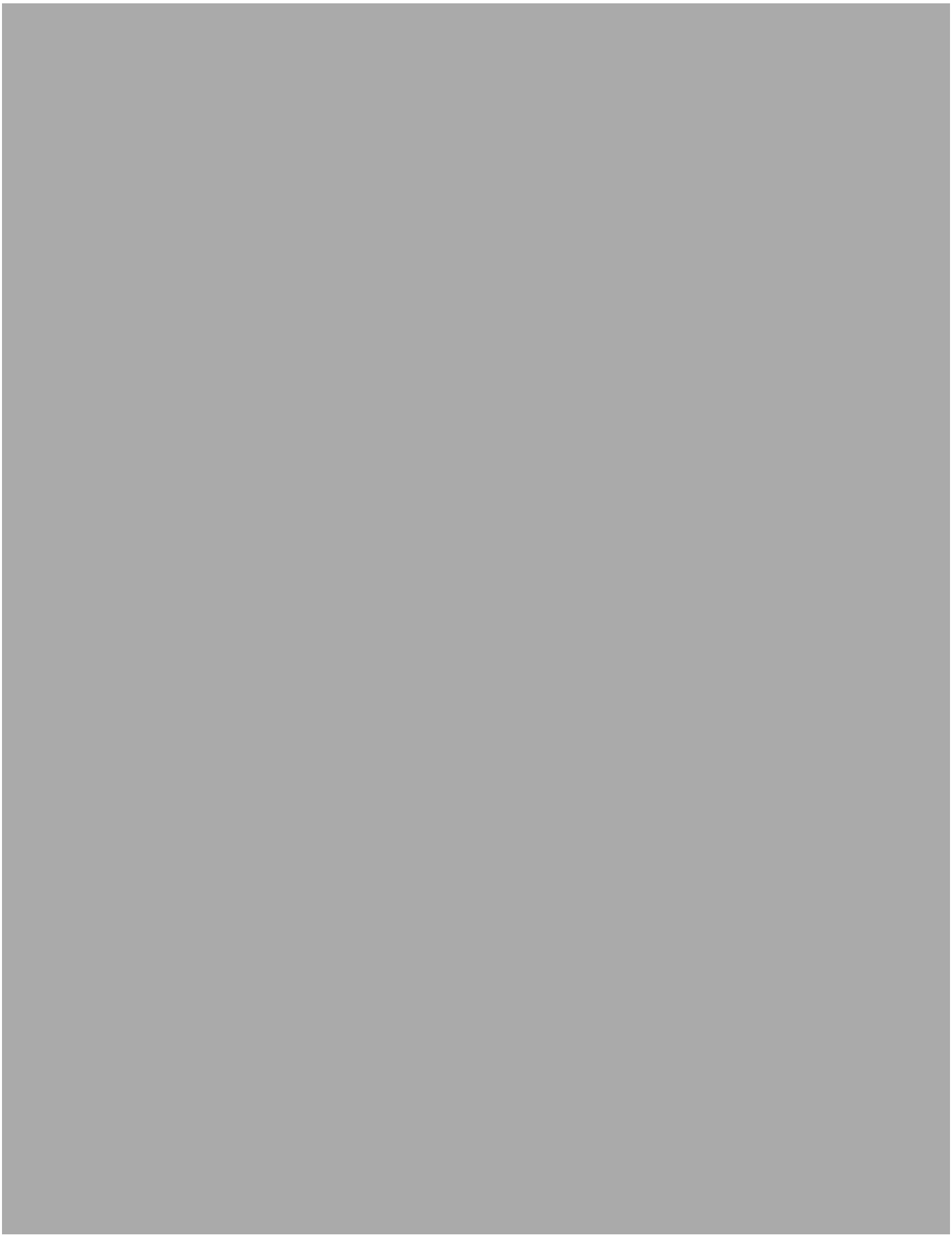
C1. Background included

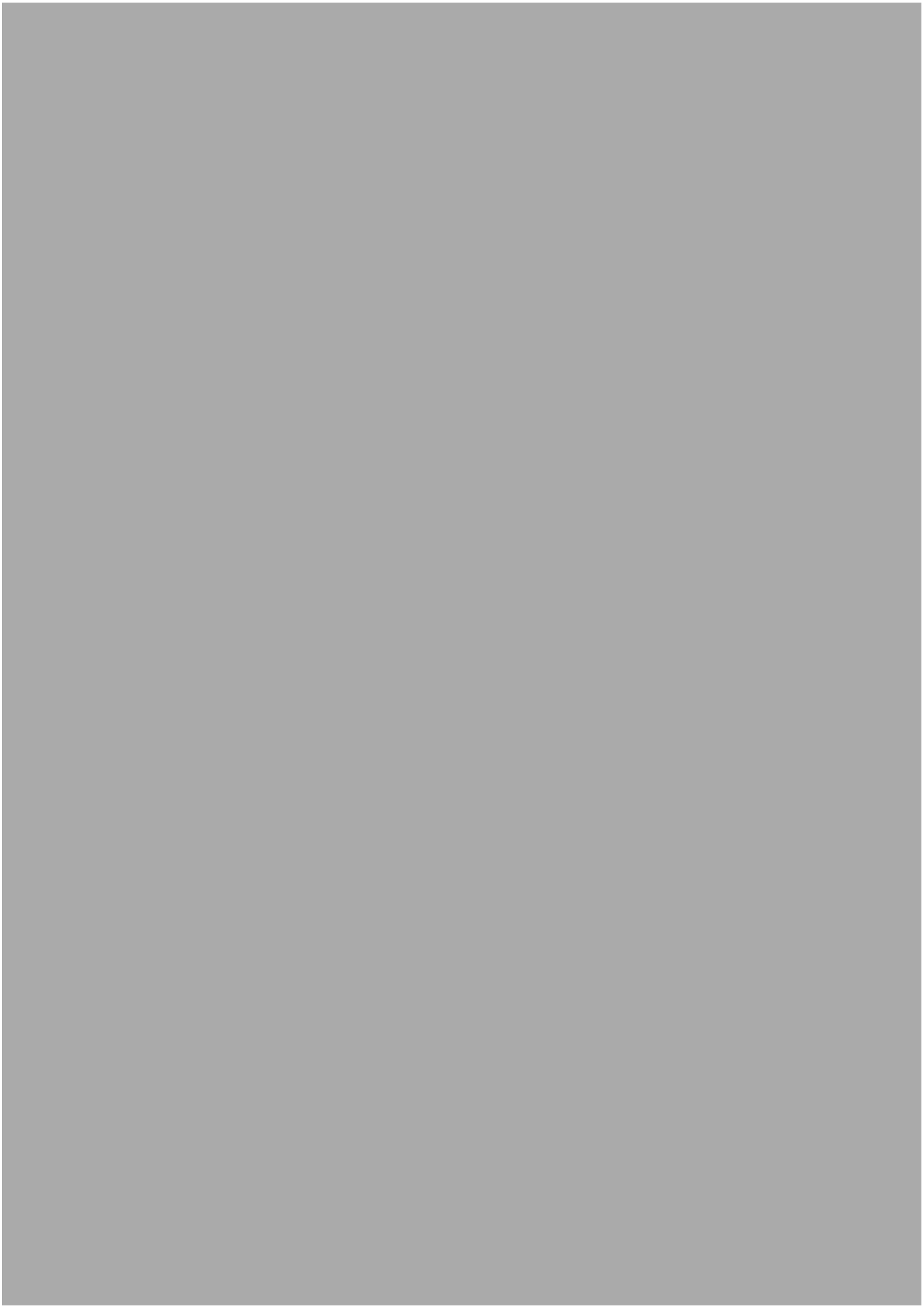
C2. Background excluded

In general:

- Background developed by employees not participating in the Project or Work Packages concerned;
- Background developed by employees participating in the Project but which is outside the scope of the Project;
- Background developed under the terms of any other agreement with other Partners;
- All know-how that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights
- All know-how related to existing patents and patent applications of the Partners (or any of its affiliates)

Appendix D Financial Arrangements







The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in five (5) equal parts. The first payment shall be remitted within sixty (60) days after the Effective date, as invoiced by NWO to the (respective) Private Partner(s).

The Private Partner(s) receive(s) invoices to remit its/their Financial Contributions that include its/their share in the program management and networking costs on the following dates:

- Effective date (in year 2017)
- 1st October 2018
- 1st October 2019
- 1st October 2020
- 1st October 2021.

Invoicing procedure

NWO will send to the Private Partners digital invoices. To this end, Private Partners will provide to NWO the following information:

- the purchase order
- the item number
- the requirements and procedures for invoicing, including the invoice submission address

Payment term for Shell will be 60 days.

For Private Partners that create (a) purchase order(s) or a vendor/client number, NWO provides the

following information:

The financial contribution is free of VAT

Address:

Netherlands Organisation for Scientific Research

Laan van Nieuw Oost-Indië 300

2593 CE The Hague

P.O. Box 93138

2509 AC The Hague, The Netherlands

www.nwo.nl



Email address to be used:

[redacted]@nwo.nl;

Appendix E Provisions for in-kind contributions

1. Permitted in-kind contributions

The following costs, directly attributable to the research project and incurred by the private party, may be contributed by private parties as in-kind contributions (see also provision 1):

a. Hours worked within the scope of the project:
   - wage costs, it being understood that these are based on an hourly wage, calculated on the basis of the annual wage at full employment according to the column «loon voor de loonbelasting» of the wage statement, plus the surcharges for social contributions payable by law or under individual contract or collective bargaining agreement, and based on 1650 productive hours per year. This amount may be increased with a surcharge for other general costs, subject to a maximum of 50% of the wage costs referred to above. The ensuing hourly rate to be attributed to the project, including said 50% surcharge for general costs, is capped at € 100. Contribution of costs for supervision or for project management is possible in the event of active participation of the intended supervisor or project manager in the research project (cf. under 1b).
b. Costs of material and resources to be used, based on the original purchase prices.
c. Use of equipment and machines
   - Costs associated with the purchase and use of machines and equipment, it being understood that these are based on the depreciation costs to be attributed to the project, calculated on the basis of the original purchase prices and a depreciation period of at least five years; costs of consumables and maintenance during the period of use.
   - Costs of purchase and use of machines and equipment that were not purchased solely for the project will only be considered project contributions pro rata based on the foregoing if there is a time log for each machine or for the equipment that conclusively establishes the operating hours.
   - In-kind contributions in the form of a discount on the regular purchase price in economic transactions (list price) of machines and equipment. The discount must be at least 25% of the list price. The costs charged to the project's equipment budget will then amount to the list price less said discount.

2. Accounting of in-kind contributions

Private parties must render account of their in-kind contributions to NWO by means of a statement of the contributed costs, to be provided to NWO within three months after the end of the research project to which the in-kind contribution was made. The application for approval of the in-kind contribution must be submitted simultaneously with the application for approval of the subsidy amount by the university partner(s), accompanied by a collective final report. If the in-kind contribution for which account must be rendered exceeds € 125,000, an auditor's report must be submitted; in other cases, a written statement by the holder or a power of attorney stating that the contributed in-kind efforts can actually be attributed to the project will suffice.

If the private party that committed itself to a research project with an in-kind contribution ultimately fails to make such in-kind contribution in full or in part, Article 10.6 applies.

Appendix F Shell Life Saving Rules

The safety of all those working for Shell is of great concern to us. Not following a safety rule is a significant contributory factor to past safety incidents involving Shell contractors. Most people consistently follow the safety rules but there is room for improvement.

As a potential supplier to Shell you and your people need to understand the Life-Saving Rules (high level details are below) and to ensure full compliance with them.

These Rules are not new but they ensure extra focus on 12 high-risk activities at work where we know that failure to comply has the highest potential for serious injury or death.

Complying with the Life-Saving Rules is vital for all Shell employees, and the employees of contractors and sub-contractors working for any Shell company.

Failure to comply will have serious consequences. Our approach will be that if someone chooses to break a Life-Saving Rule, they choose not to work for Shell. We will also apply this approach to supervisors who create or tolerate conditions for the breaking of the Rules.

The Life-Saving Rules will help protect everyone from harm and I look forward to your support in making our working environment a safer place.

7. Shell's 12 Life-Saving Rules

1: Work with a valid work permit where required





2: Conduct gas tests when required

3: Verify isolation before work begins and use the specified life protecting equipment





4: Obtain authorisation before entering a confined space

5: Obtain authorisation before overriding or disabling safety critical equipment





6: Protect yourself against a fall when working at height

7: Do not walk under a suspended load





8: Do not smoke outside designated smoking areas

9: No alcohol or drugs while working or driving





10. While driving, do not use your phone and do not exceed speed limits

11. Wear your seat belt





12: Follow prescribed Journey

BIJLAGE 5: EXASUN

CONSORTIUM AGREEMENT JSP3

PARTIES:

(1) **The Netherlands Organisation for Scientific Research (NWO),** having its office in Utrecht, at Van Vollenhovenlaan 659 (3527 JP), the Netherlands, hereinafter referred to as "NWO"; legally represented by , director NWO Science.

(2) **Technische Universiteit Eindhoven,** having its office at Groene Loper 5 (5612 AE) Eindhoven, the Netherlands, hereinafter referred to as "TU/e"; legally represented by , president;

(3) **Technische Universiteit Delft**, having its offices at Stevinweg 1 (2628 CN) Delft, the Netherlands, hereinafter referred to as "TUD"; legally represented by , Rector Magnificus;

(4) **AMOLF,** having its office at Science Park 104 (1098 XG) Amsterdam, the Netherlands, hereinafter referred to as "AMOLF", legally represented by , Institute Manager;

(5) **University of Amsterdam, Institute of Physics,** having its office at Science Park 904 (1098 XH) Amsterdam, the Netherlands, hereinafter referred to as "UvA", legally represented by director Institute of Physics;

(6) **Shell Global Solutions international BV,** having its office at Kessler Park 1 (2288 GS), Rijswijk, the Netherlands, hereinafter referred to as "Shell"; legally represented by , ETC Manager

(7) **Eternal Sun Group,** having its office Wolga 11 (2491 BK), The Hague, the Netherlands, hereinafter referred to as "ESG"; legally represented by , CTO;

(8) **Stichting Energieonderzoek Centrum Nederland (Energy Research Centre of the Netherlands)**, a Dutch foundation whose registered office is at Westerduinweg 3 (1755 LE), Petten, the Netherlands, hereinafter referred to as "ECN"; legally represented by COO Executive Board;

(9) **Exasun B.V.,** having its office at Laan van Ypenburg 122 (2497 GC) The Hague, the Netherlands, hereinafter referred to as "Exasun" legally represented by , CEO.

(10) **Levitech B.V.** having its office at Versterkerstraat 10, 1322AP Almere, the Netherlands, hereinafter referred to as "Levitech"; legally represented by , CEO;

(11) **Tempress Systems B.V.**, having its office at Radeweg 31 (8171 MD) Vaassen, the Netherlands, hereinafter referred to as "Tempress"; legally represented by , General Manager.

Shell, ESG, ECN, Exasun, Levitech and Tempress together hereinafter referred to as the "Private Partners".

TU/e, TUD, AMOLF, UvA, together hereinafter referred to as the "Knowledge Institutes".

Knowledge Institutes and Private Partners together referred to as "Programme Partners" or "Partners".

Parties 1 through 11 are collectively referred to as "Parties" or individually as "Party".

WHEREAS:

The Programme Partners are interested in a research study on the subject of 'Towards high-efficiency hybrid tandem solar cells', as further detailed in the Programme Proposal as included in Appendix A (“the Programme”);

The Programme shall be executed in separate Projects performed by universities that have been selected for funding;

The Parties wish to set forth in this Agreement the specific terms and conditions for the execution of the Programme;

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The words and phrases below shall have the following meanings:

Affiliated Entity	means any legal entity that is under the direct or indirect control of a Programme Partner, or under the same direct or indirect control as the Programme Partner, control taking any of the following forms: a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; b) the direct or indirect holding, in fact or in law, of decision-making; In relation to Shell Affiliate shall mean (i) Royal Dutch Shell plc (“RDS”) and any company or other legal entity other than Shell, which, at the time in question, is directly or indirectly controlled by RDS; and (ii) any company or other legal entity which, at the time in question, is being managed or operated by Shell Global Solutions International B.V., or a company as defined in (i) above; or to which Shell Global Solutions International B.V., or a company defined in (i) above, is providing services under a construction, operating or technical services agreement on a cost sharing basis.
Agreement	this consortium agreement and all its Appendices;
Appendix	appendix to this Agreement;
Background	means all IPR, information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored), which are not publicly available when disclosed under this Agreement and that is not generated or conceived within this Research provided by a Party to another Party within the Research, with the exception of the Results. Each Party has identified in an exhaustive manner in Appendix C the Background that is contributed to this Programme for the purpose of carrying out the research.
Commercial Use	Commercial exploitation of the Results aimed at generating income, such as by the sale of products or services incorporating

	the Results. For the avoidance of doubt, Commercial Use does not include performing research using the Results.
Confidential Information	means all information, in whatever form or mode of transmission, which is disclosed by one of the Parties (the “Disclosing Party”) to any other Party (the ”Receiving Party”) for the purpose of executing the research after signing the Agreement (i) in case of information disclosed in documentary or other tangible form, by labelling same as “confidential”, or (ii) when disclosed in intangible form, such as orally or visually, by confirming the same in writing as “confidential” within fourteen (14) calendar days from disclosure;
Contributions	the in kind or in cash contributions of the Programme Partners as set out in the itemised budget contained in Appendix D;
Dissemination	means the disclosure of Foreground by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of Foreground in any medium;
Effective Date	The signing date by NWO, being the last Party to sign the Agreement
Fair and Reasonable Conditions	means terms and conditions resulting from negotiations between Partners, taking into account the specific circumstances, for example the actual or potential value of the relevant Foreground or Background and/or the scope, duration or other characteristics of the use envisaged;
Financial Contribution	monetary (in-cash) contribution by each Private Partner to NWO as set forth in Appendix D to this Agreement, in order to co-fund the Project
Foreground	means the Results, including information and know-how, whether or not they can be protected, which are generated in a Project. Such Results include rights related to copyright, design rights, patent rights, or similar forms of protection;
Grant	Grant to the Programme including the Financial Contribution, as approved by the Board of NWO Science, set forth in Appendix B to this Agreement.
In-kind Contribution	Any contribution other than a Financial Contribution, including, but not limited to contributions in the form of man hours, materials and (use of) equipment, as set forth in Appendix D to this Agreement. Rules for participation with an In-Kind Contribution are set forth in Appendix E to this Agreement.
IPR	means intellectual property rights, including industrial property rights, know-how, copyrights, neighboring rights and any similar right recognized from time to time in jurisdiction, together with all rights of action in relation to the infringement of any of the above.
Official	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone

	acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
Option	the right to acquire an exclusive or non-exclusive right to use and exploit the Results or acquire ownership, generated in a Project or the Programme to which a Partner contributes in a Field.
Progress Report	means a report on the progress of the Programme. Progress Reports include progress in terms of costs and man-hours for each Programme Partner;
Project	a part of the Research that is described in the Programme Proposal:
Programme Proposal	the document identifying the budget, organisation, objectives, milestones, time schedule and methodology of the Programme in Appendix A;
Programme Committee	the representatives nominated by each of the Partners, pursuant to Article 4 of this Agreement, in order to supervise the carrying out of the Programme;
Programme Leader	the leader of the Research as described in the Programme Proposal;
Project Leader	the researcher who supervises a Project as described in the Programme Proposal;
Public Information	means all information, in whatever form or mode of transmission, which is not marked as Confidential Information;
Research	the research Programme under this Agreement which is collectively funded by the Partners, described in more detail in the Programme Proposal;
Results	shall mean all inventions, information, materials, methods, processes, products, programs, software, findings and discoveries that is generated or conceived in a Project, and IPR thereto.
Software	means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression;
Steering Committee	final decision-making body with delegates from NWO and all in-cash funding Private Partners;
Third Party or Third Parties	means a company (companies), institute (institutes) or (non-governmental) organization (organizations) that is (are) not an Affiliated Entity nor a Party;

Use Outside The Project	means the direct or indirect utilization in activities other than implementation of this Programme.

2. PURPOSE AND SCOPE

2.1. The Research shall be undertaken by the Partners in accordance with the Programme Proposal, this Agreement and the terms of the Grant.

2.2. In case of any inconsistency between the terms and conditions of the aforementioned documents, the order of precedence in case of conflict or for the sake of interpretation shall be as follows:

1. the terms of the Grant;
2. this Agreement
3. the appendices to this Agreement.

3. PROGRAMME PROPOSAL AND RESPONSIBILITIES OF THE PARTNERS

3.1. The purpose and scope of the Programme as well as the cooperation and division of the work of the Programme between the Programme Partners including the precise value and share of each of the Programme Partners in the Programme and the deliverables and time schedule, is outlined in detail in the Programme Proposal.

3.2. General principles

3.2.1. Each Programme Partner undertakes to use reasonable efforts to take part in the efficient implementation of Programme and to cooperate, perform and fulfil, promptly and in time, all of its obligations under this Agreement as may be reasonably required. Furthermore, each Programme Partner agrees to carry out its part of the work as described in the Programme Proposal with professional care and diligence and to produce such deliverables as agreed in the Agreement.

3.2.2. Each Programme Partner undertakes to notify promptly any significant information, fact, problem or delay of which that Programme Partner becomes aware and which is likely to affect the Programme.

3.2.3. Each Programme Partner undertakes to use reasonable efforts to enable the Programme Leader and the Programme Committee to carry out its tasks. Each Programme Partner shall promptly provide all information reasonably required by the Programme Leader or the Programme Committee to carry out its tasks.

3.3. Breach

3.3.1. In the event the Steering Committee or a Programme Partner identifies a breach by a Programme Partner of its obligations under this Agreement, the Steering Committee will give written notice to such Programme Partner requiring that such breach be remedied within a reasonable period.

3.3.2. Upon prior approval of the Steering Committee the Programme Partner may for its own account request a Third Party to remedy the breach, which approval will not unreasonably be withheld or delayed. The Steering Committee may attach specific conditions to the approval.

3.3.3. If a breach is substantial and is not remedied in time or is not capable of remedy, the Steering Committee may decide to declare the Programme Partner a "Defaulting Programme Partner" and to decide on the consequences thereof which may include termination of its participation by written notice to the Defaulting Programme Partner without any legal proceedings. Such consequences will include proposals and actions aimed at minimizing the effects of the breach and repayment of payments received by the Defaulting Programme Partner. Such consequences may not include punitive measures of any kind.

3.3.4. For the avoidance of doubt, each Programme Partner also has the right to claim for specific performance of any obligation of any Defaulting Programme Partner resulting from this Agreement, allowing the Defaulting Programme Partner a reasonable period to remedy the breach and provided that the Programme Partner claiming specific performance was reasonably affected by the breach. In case the breach is not remedied in time, the claiming Programme Partner may cure or have cured the breach for the account of the Defaulting Programme Partner.

4. PROGRAMME MANAGEMENT

4.1. On behalf of NWO, [redacted] will act as the contact person. He will be the first point of contact for the Steering Committee, Programme Committee and the Project Leaders involved. He will act as secretary in both the Programme Committee and the Steering Committee.

4.2. The Programme Committee shall be responsible for monitoring and evaluating the progress of the various aspects within the Research (scientific, knowledge transfer, IP issues, budget and staffing). The Programme Committee shall submit proposals for major substantive and financial changes to the Steering Committee. The Programme Committee shall consist of the Programme Leader, Project Leaders, one representative from each Private Partner, and the secretary.

4.3. The Programme Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Programme Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Programme Committee, the respective decision will be taken by a majority of votes. The secretary shall have an advisory role in the meetings of the Programme Committee and has no voting right. Should the voting lead to a tie of votes (50-50%), then the decision will be made by the Steering Committee following the procedure described in Article 4.5.

4.4. The Programme Committee will meet on a regular basis. Minutes of the meetings of the Programme Committee shall be drafted by the secretary and transmitted to the Partners without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Partners if, within 14 days from receipt, no Programme Partner has objected in writing to the Programme Leader. The Programme Leader will collect progress reports from the Partners as required under this Agreement and the terms of the Grant.

4.5. The Steering Committee is responsible for overall vision and mission of the programme, for making available the committed cash contributions, and for approving adaptations (if any) to the Programme and/or Programme financing. The Programme Committee will make a proposal for any adaptations required to the Steering Committee. The Programme Leader will have a strong advisory role in the Steering Committee, but will have no vote. The Steering Committee shall only meet if one or more of the Partners see(s) reason for it to do so. Meetings may be held in person or by any communication means. In-cash contributing Partners are represented in the Steering Committee by one (L) representative. At the start of the Research, the Steering Committee shall consist of the following members:

[redacted], Shell, member;
[redacted], NWO head Strategic Partnerships, member;
[redacted], Programme Leader, guest (no vote);
[redacted], NWO programme coordinator, secretary (no vote).

4.6. The Steering Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Steering Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Steering Committee, the issue shall be submitted to the higher tier directors of the Partners. If they are unable to resolve the matter to the general satisfaction of the Partners, Article 17 shall apply.

4.7. The Programme Leader reports to NWO.

4.8. The Programme Leader will:

a) be the primary contact for NWO;
b) be responsible for the day-to-day management of the Programme;
c) chair the meetings of the Programme Committee;
d) will arrange for the (financial) administration of the Programme as required under terms of the Grant;
e) be responsible for implementing decisions taken by the Programme Committee or Steering Committee; and
f) monitor the progress of the Programme with respect to milestones and deliverables as described in the Programme Proposal.

4.9. In case the Programme Leader or one of the other Partners in the Project is assigned to receive subsidy payments and to pass payments to the other Partners, the Programme Partner receiving the subsidy payment will forward the payments to the other Partners within twenty one (21) calendar days after receipt of a subsidy payment from the granting authority. Each Programme Partner will provide in writing its bank account information.

4.10. A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision may exercise a veto with respect to the corresponding decision or relevant part of the decision.

5. DURATION

5.1. This Agreement shall be effective as of the Effective Date.

5.2. This Agreement shall remain in full force until the date of termination or the date of conclusion of the Programme ("the Term") through a Grant closure decision, i.e. until the final settlement of the grant by NWO or terminated earlier in accordance with the provisions of Article 17. The provisions relating to definitions & interpretation, IPR and Confidential Information, for the time period mentioned therein, as well as those relating to liability, applicable law and settlement of disputes shall survive the expiration or termination of this Agreement.

6. LIABILITY and WARRANTIES

6.1. Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the Agreement, will be determined in accordance with applicable law.

6.2. No Party shall be liable to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act. For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Appendix A provided such damage was not caused by a wilful act or gross negligence.

7. ADDITION OF NEW PARTNERS

7.1. New Partners may join this Agreement as Programme Partner with the unanimous agreement of all Partners.

7.2. New Partners shall be bound by the terms of this Agreement and such other conditions as the Programme Committee and NWO may specify.

8. SUBCONTRACTING

A Programme Partner that enters into a subcontract or otherwise involves Third Parties in this Programme remains solely responsible for carrying out its relevant part of the Programme and for such Third Party's compliance with the provisions of this Agreement. It has to ensure that any Third Party is bound by the same confidentiality obligations as the Programme Partner and that the involvement of Third Parties does not affect the rights and obligations of the other Partners under this Agreement.

9. WITHDRAWALS

9.1. No Programme Partner may withdraw from the Programme without the prior unanimous consent of the Steering Committee.

9.2. In the event of withdrawal of a Programme Partner (the "Withdrawing Programme Partner"), the Steering Committee will make all reasonable attempts to reallocate the obligations and the remaining funding of the Withdrawing Programme Partner under this Agreement to another Partner or Third Party.

9.3. The Withdrawing Programme Partner shall not be entitled to recover any of its remaining costs incurred in connection with the Programme and shall comply with the following conditions:

9.3.1. rights granted to the other Partners in respect of the Withdrawing Programme Partner's Background and Foreground shall continue subject to the restrictions contained in this Agreement;

9.3.2. to the extent that exploitation of any other Programme Partner's Foreground is dependent on the Withdrawing Programme Partner's Background, then the Withdrawing Programme Partner shall, subject to any existing third party obligations, grant to the other Partners licence to such Background in accordance with this Agreement, unless otherwise agreed between Partners.

9.3.3. the Withdrawing Programme Partner shall grant to the other Partners a non-exclusive, royalty-free licence to use the Withdrawing Programme Partner's Foreground for the

purposes of carrying out the Project. Any exploitation or other use of such Withdrawing Partners Foreground will be dealt with in accordance with the terms of this Agreement;

9.3.4. all rights acquired by the Withdrawing Programme Partner to the Background and Foreground of the other Partners shall cease immediately other than in respect of the Withdrawing Programme Partner's interest in any jointly owned Foreground.

9.3.5. In the event that after the Effective Date any Third Party would acquire, directly or indirectly, the ownership or control over of a Programme Partner, the Steering Committee may decide to terminate this Agreement, with respect to such Programme Partner, the provision of Article 9.3.1 being correspondingly applicable to such Programme Partner. Such decision must be taken within 60 days from the date such change of control has been made public. If the other Partners would not agree unanimously to such termination, any Programme Partner may withdraw from the relevant Project Agreement without any liability to the other Partners within 60 days thereafter. In this case the provisions of Article 17 will apply correspondingly.

9.3.6. When TNO acquires, directly or indirectly, the ownership or control over ECN or in the event that TNO and ECN desire that all rights and obligations of ECN under this Agreement are assigned to TNO, the other Partners herewith agree to such transfer of ownership or control or to such assignment of the rights and obligations of ECN. ECN shall as of then become a Withdrawing Programme Partner automatically.

10. FUNDING, FINANCIAL MANAGEMENT AND FINANCIAL PROVISIONS

10.1. The financial arrangements for the Programme shall be set out in Appendix D and overseen by the Programme Committee.

10.2. Throughout the Term, each Private Partner shall pay to NWO the Financial Contribution set forth in Appendix D to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.

10.3. With respect to the invoicing referred to in Article 10.2, Private Partners will provide NWO with the information and, if applicable, purchase orders, as set forth in Appendix D to this Agreement.

10.4. The Financial Contribution mentioned in Appendix D includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

10.5. NWO shall apply the Financial Contributions to grant the Programme according to the Programme Proposal as set forth in Appendix A.

10.6. In case a Private Partner makes an In-Kind Contribution, as approved by NWO and as set forth in Appendix D, said Private Partner shall account for this In-Kind Contribution as set forth in Appendix E. If a Private Partner fails to account in such a way for (a part of) the In-Kind Contribution Partners will discuss and decide jointly about the consequences and/or solutions of the shortcoming, such as, but not limited to, alternatives to deliver the Contribution or withdrawal of that Private Partner from the Programme.

10.7. NWO will start the payment of the Grant to the Programme only after the Effective Date and after it has received a completed starting form (Startformulier, see granting letter (Appendix B). The Grant can only be used for costs made after the Effective Date. In case additional budget in the form of TKI allowance is applied for, the Grant (including the TKI allowance) can only be used for costs made after the application date for the TKI allowance; in such case, the Programme can thus start

only after this application date instead of the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant (including the TKI allowance) is for the risk and on the expenses of that Knowledge Institute.

10.8. Disbursements on behalf of the Programme budget are only possible until the Programme end date, unless

a) the approved budget includes a financial reservation to be paid after the Programme end date,

or

b) the Grant closure decision by NWO allows – on request of the Project Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision, provided (in both cases) that the commitment concerned has been made before the Programme end date.

10.9. The Programme Leader will prepare and submit to the Programme Committee an up to date financial status report of the Programme on a bi-annual basis.

11. FUNDAMENTALS AND ETHICS

11.1. Business ethics and conflicts of interest

Each Party shall uphold the highest standards of business ethics in the performance of this Agreement and shall require its directors, officers, employees, consultants, agents and contractors to conduct themselves in accordance with principles of integrity, fairness and transparency when performing this Agreement.

11.2. Conflict of interest and corrupt practices

Each Party shall avoid any conflict of interest between its own interests and the interests of the other Partners in dealing with organisations or individuals doing or seeking to do business in connection with this Agreement.

11.3. No Party will, directly or indirectly, receive from or give or offer to give anything of material value to any other Party, its University, employee or other persons, including Officials, in connection with this Agreement, other than specifically stated in the Project Proposal. A Party will promptly notify the other Partners of any violation of this clause.

11.4. Unless explicitly agreed otherwise in writing, none of the Partners is entitled to act or make legally binding declarations on behalf of any of the other Partners. Nothing in this Agreement shall be deemed to constitute a joint venture, agency or any other kind of formal business grouping or entity between the Partners.

11.5. Health, Safety, Environment & Security

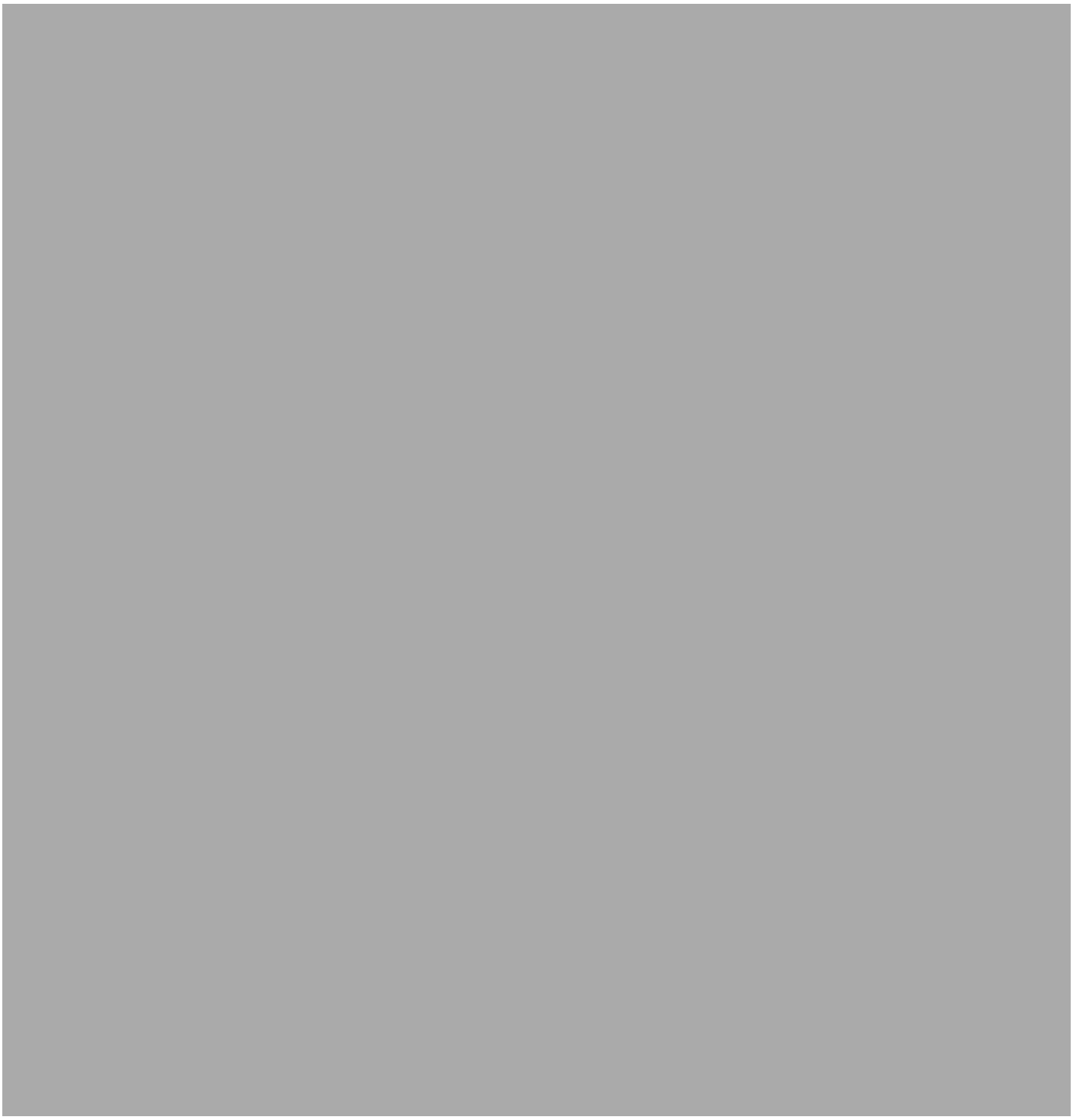
The Partners shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules (Appendix F).

- Whenever Parties' personnel are on a worksite of another Party they shall behave in a manner which is consistent with the rules of that Party. Whenever Parties are on a Shell worksite they shall behave in a manner which is consistent with Shell 's requirements for the management of health, safety, security, and the environment set forth herein as well as

any related rules, procedures or codes of practice in force at the relevant worksite. The Parties shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules.

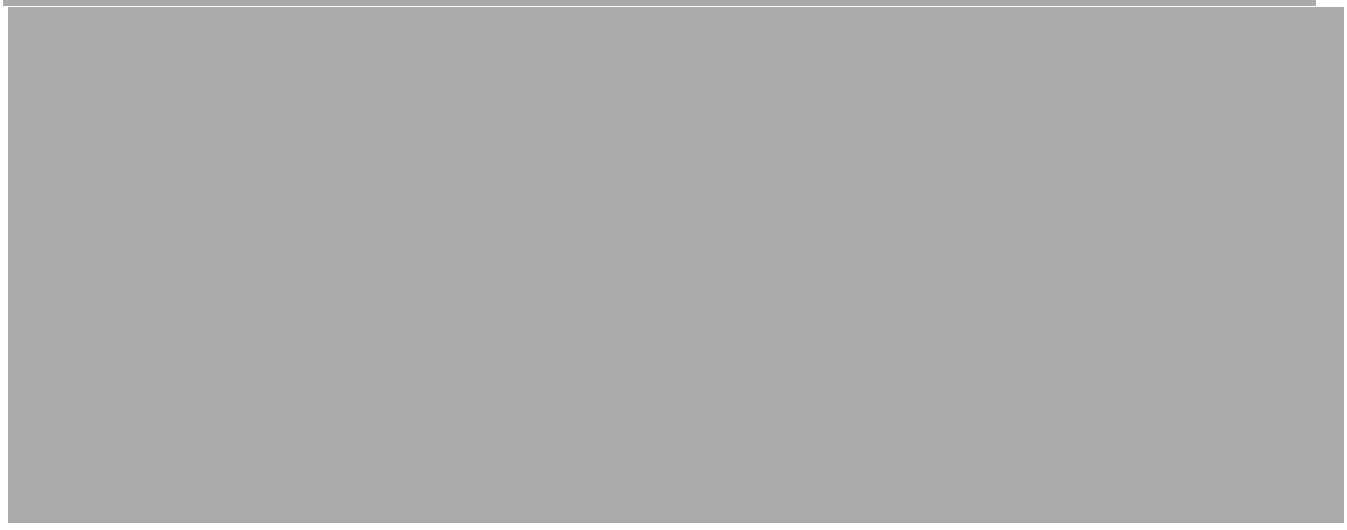
- Each Party confirms having received a copy of Shell's Life Saving Rules (or alternatively, has taken notice of the Life Saving Rules at http://www.shell.com/home/content/environment_society/safety/culture/).
- Each Party is solely responsible for determining the nature and scope of the health, safety, security and environmental risks associated with the work of the Party and its personnel in connection with the Agreement. Each Party assumes all responsibility and liability for such risks. Each Party and its personnel shall perform the scope without interfering with the operations of Shell or Affiliates of Shell or of any other Parties at the worksite.

12. BACKGROUND



13. FOREGROUND





14. USER RIGHTS AND/OR TRANSFER OF OWNERSHIP OF FOREGROUND





15. NON-DISCLOSURE AND DISCLOSURE OF INFORMATION AND DISSEMINATION OF FOREGROUND

One of the main objectives of the Programme is to generate and disseminate new knowledge. Only Public Information may be disclosed to Third Parties without any restriction and Foreground may only be disseminated, if Partners' rights regarding ownership, transfer of ownership and access rights are respected and the classification of such Foreground has been taken into account.

Before disclosing any Confidential Information to any Receiving Party, the Disclosing Party shall inform the Receiving Party's primary point of contact as mentioned in Article 21 of the nature of such information. The Receiving Party, acting in good faith, shall be entitled to refuse to receive such Confidential Information (for example, to avoid contamination of the Receiving Party's and/or its Affiliates' existing know-how) and, to the extent that the Disclosing Party does disclose Confidential Information to the Receiving Party after the Receiving Party has indicated that it does not wish to receive such information, the Receiving Party and its Affiliates shall (in the absence of further written agreement) be entitled to regard such information as non-confidential and be free to use and disclose it entirely as they see fit and for any purpose.

15.1. Non-Disclosure of Confidential Information

For Confidential Information the Receiving Parties hereby undertake for a period expiring five [5] years after the completion of the Project, unless otherwise decided by the Partners involved:

a) to preserve the confidentiality of all Confidential Information;

b) not to use Confidential Information otherwise than for the purpose for which it was disclosed;

c) to use such Confidential Information only for the implementation of the Project unless otherwise agreed with the Disclosing Party;

d) not to disclose Confidential Information to a Third Party without the prior written consent of the Disclosing Party;

e) to ensure that internal distribution of Confidential Information by a Receiving Party shall take place on a strict need-to-know basis; and

f) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Receiving Party including all copies thereof and to delete all Confidential Information stored in a machine readable form. If needed for the recording of on-going obligations, the Receiving Party may however request to keep a copy for archival purposes only. Further, the Receiving Party is not obliged to return or delete routinely created back-up copies of electronic documents containing Confidential Information until the copies are deleted in the ordinary course of business.

15.2. Notwithstanding Article 15.1 sub d, a Receiving Party shall be allowed to disclose Confidential Information of the Disclosing Party to an Affiliated Entity of the Receiving Party and such Affiliated Entity shall be allowed to use such Confidential Information for the purpose for which it was disclosed provided such Affiliated Entity:

a) needs to know and use such Confidential Information in furtherance of completing work under the Project;

b) has been informed of the confidential nature of the Confidential Information in question; and

c) is bound by obligations no less stringent than those assumed hereunder.

15.3. The Receiving Party shall be responsible for the fulfilment of the above obligations on the part of its employees and shall ensure that its employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of their employment.

15.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Receiving Party can show that:

a) the Confidential Information is or has become publicly available by means other than a breach of the Receiving Party's confidentiality obligations;

b) the Disclosing Party subsequently informs the Receiving Party that the Confidential Information is no longer confidential;

c) the Confidential Information is communicated to the Receiving Party without any obligation of confidence by a Third Party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

d) the Confidential Information, at any time, was developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party; or

e) the Confidential Information was already known to the Receiving Party prior to disclosure.

15.5. The Receiving Party shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

15.6. After a Party becomes aware of unauthorised disclosure, misappropriation or misuse, that Party shall promptly advise the other Party or Partners in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information.

15.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

a) notify the Disclosing Party; and

b) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

15.8. Dissemination of Public Information

Each Programme Partner shall ensure that Public Information is disseminated as swiftly as possible.

15.9. Each Programme Partner undertakes to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree which includes its Foreground or Background. However, confidentiality and publication articles have to be respected.

16. PUBLICATION

16.1. Before any proposed publication in connection with or relating to the Programme each Programme Partner will ask prior permission of the other Partners in accordance with the following procedure.

16.2. A copy of any publication shall be sent to the other Partners at the earliest time possible. Any of the Partners may object to the publication within 30 days after receipt of a copy of the proposed publication on any of the following grounds: (i) that they consider that the protection of the objecting Programme Partner's Foreground and/or Background would be adversely affected by the proposed publication or (ii) that the proposed publication includes Confidential Information of the objecting Programme Partner.

16.3. The proposed publication shall not take place until the expiry of the above period of 30 days. In the absence of any written objection within the above mentioned period, it is deemed that the Partners agree to the proposed publication. In the event that an objection is raised on any of the above defined grounds within the above period of 30 days, the Programme Partner proposing the publication and the Programme Partner objecting shall seek in good faith to agree a solution on a timely basis whereby such objection is resolved and the scientific quality is maintained.

16.4. The Partners undertake to cooperate to allow the timely submission, examination, publication, defence of any dissertation or thesis for a degree.

16.5. The publication may be postponed for a maximum period of three (3) months, as from the date the request for publication was made, in order for the protection of IPR.

16.6. For the avoidance of doubt, this procedure shall be applicable regardless of the content of the proposed publication.

17. TERMINATION

17.1. In addition to the remedies contained in Article 9 (Withdrawals), in the event that any Programme Partner shall commit any breach of or default in any terms or conditions of this Agreement, the Programme Committee may decide by unanimous vote of the non-defaulting Partners to serve written notice of such breach or default on the Defaulting Programme Partner and in the event that such Programme Partner fails to remedy such default or breach within 30 days after receipt of such written notice any of the Partners may, at their option and in addition to any other remedies which they may have at law or equity, remove the Defaulting Programme Partner and continue with the Project. Any removal of the Defaulting Programme Partner shall be reported to NWO.

17.2. If any Programme Partner (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Programme Partner's winding-up or dissolution; or makes an administration order in relation to that Programme Partner; or if any Programme Partner (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Programme Partner; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining members of the Programme Committee shall meet to suspend or terminate that Programme Partner's involvement in the Programme Committee and the Project. Any removal of the Defaulting Programme Partner shall be effective as of the date of the receipt of such notice whereupon the provisions of Article 9.3 shall apply to the defaulting Programme Partner.

17.3. In the event a Programme Partner is declared a Defaulting Programme Partner this Agreement will automatically be terminated towards this Programme Partner by written notice and without any legal proceedings.

17.4. In the event that it is agreed by all the Partners that there are no longer valid reasons for continuing the Programme, the Steering Committee may decide by unanimous vote to terminate the Programme.

18. BUSINESS PRINCIPLES; SUPPLIER PRINCIPLES; CODE OF CONDUCT

18.1. Each Party acknowledges that it has (a) received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at http://www.shell.com/sgbp) and the Shell Supplier Principles (or alternatively taken note of the Shell Supplier Principles at http://www.shell.com/suppliers) (collectively the "Business Principles"); (b) received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at http://www.shell.com/codeofconduct); and (c) been made aware of the Shell Global Helpline at http://www.shell.com/report_concerns/index.html. Each Party agrees that it will adhere to the principles contained in the Business Principles (or where other Parties have adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of Shell in connection with the Agreement and the business resulting therefrom. In the event that Shell or any of its Affiliated Entities supply staff that work on behalf of Shell or represent Shell, each Party commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct. Each Party will notify Shell immediately if it becomes aware of any behaviour by Shell staff, Parties or their Affiliated Entities which is, or may be, inconsistent with the Business Principles, the Shell Code of Conduct or, where the Party has adopted equivalent principles, their equivalent.

18.2. At Shell's request, a Partner will provide information to Shell as required to complete and fully respond to Shell's usual supplier questionnaires and due diligence to confirm compliance by Parties and their Affiliated Entities with Business Principles. As part of Shell's due diligence, Parties will grant Shell or its representative's reasonable access to Parties' facilities and sites which is necessary in order to review a Parties compliance with this Article 18.

19. COMPLIANCE WITH ANTI-BRIBERY LAWS; INTERNAL CONTROLS; TRADE CONTROL LAWS

19.1. Each Party represents and warrants that, in connection with the Agreement or the business resulting therefrom: (a) it is knowledgeable about anti-bribery laws applicable to the performance of the Agreement and will comply with all such laws; (b) neither it nor an Affiliated Entity have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.

19.2. Each Party undertakes to immediately notify other Parties if in connection with the Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage.

19.3. Shell confirms that its appointment of other Parties was expressly made on the basis that anti-bribery laws and the Business Principles would not be violated. Each Party acknowledges that the contents of the Agreement may be disclosed by Shell to Third Parties for the purposes of demonstrating compliance with this Article.

19.4. Each Party and its Affiliated Entities shall maintain adequate internal controls and procedures to assure compliance with anti-bribery laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

19.5. Each Party acknowledges that it is familiar with and will comply with all applicable trade control laws. Without prejudice to the foregoing, other Parties will provide Shell, in writing, with the relevant Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any dual-use or military items (i.e. goods, software, or technology) as well as Harmonized System Codes for any items provided pursuant to this purchase order. Unless otherwise agreed between the Parties, each Party shall be responsible for obtaining all necessary import and export licenses as required by applicable trade control laws for any goods, software, or technology provided by or on behalf of that Party pursuant to this purchase order. Where such licenses or authorizations are obtained, each Party shall provide Shell written notice of all applicable conditions, including but not limited to those restricting the further export, use or release of the goods, software or technology. Each Party, shall indemnify, defend, and hold harmless the other Parties, and Affiliated Entities from and against any and all losses, damages, costs (including legal fees), claims, expenses, fines and penalties incurred or suffered as a result of Party's non-compliance with trade control laws.

20. NON-ASSIGNMENT

This Agreement and any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Programme Partner other than to their respective Affiliated Entities, in whole or in part, without the express prior written consent of the other Programme Partners. Notwithstanding the former, ECN shall be entitled to assign all its rights and obligations under this Agreement to the Netherlands Organization for Applied Scientific Research TNO.

21. NOTICES

Any notice to be given under this Agreement shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to SHELL

Shell Global Solutions International BV

Address: Grasweg 31, 1031 HW, Amsterdam, NL

Email: [redacted]@shell.com

Attention:

if to the ETERNAL SUN GROUP

Eternal Sun Group

Address Wolga 11 (2491 BK), The Hague, the Netherlands

Email: @eternalsun.com

Attention:

if to the STICHTING ENERGIEONDERZOEK CENTRUM NEDERLAND (ECN)

Stichting Energieonderzoek Centrum Nederland

Address Westerduinweg 3, 1755 LE, Petten

Email: @ecn.nl

Attention:

if to EXASUN

Exasun BV

Address: Laan van Ypenburg 122, 2497 GC, The Hague

Email: xasun.com

Attention:

if to LEVITECH B.V.

Levitech

Address: Versterkerstraat 10, 1322AP Almere, The Netherlands

Email: @levitech.nl

Attention: Ernst Granneman

Email: levitech.nl

Attention:

if to TEMPRESS SYSTEMS B.V.

Tempress Systems B.V.

Address: Radeweg 31, 8171 MD VAASSEN

Email: [redacted]tempress.nl

Attention: [redacted], CTO

if to the TECHNISCHE UNIVERSITEIT DELFT (TUD)

Technische Universiteit Delft

Address: Mekelweg 4, 2628 CD Delft, the Netherlands

Email: [redacted]@tudelft.nl

Attention: [redacted]

if to the UNIVERSITY OF AMSTERDAM:

University of Amsterdam, Institute of Physics

Address: Science Park 904, 1098XH Amsterdam

[redacted]@uva.nl

Attention: [redacted]

Email: [redacted]@uva.nl

Attention: [redacted]

if to AMOLF

Science Park 104, 1098 XG Amsterdam

Email: [redacted]@amolf.[redacted]@amolf.nl

Attention: [redacted]

if to the TECHNISCHE UNIVERSITEIT EINDHOVEN (TU/e)

Technische Universiteit Eindhoven

Address: Groene Loper 5, 5612AE Eindhoven, The Netherlands

Email: [redacted]@tue.nl; [redacted]tue.nl

Attention:

For non-scientific matters:

Email: J @tue.nl

Attention:

if to NWO

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO)

Address: Van Vollenhovenlaan 659, 3527 JP Utrecht, The Netherlands

Email: @nwo.nl

Attention:

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

22. MISCELLANEOUS

22.1. No representation, partnership or agency

The Partners shall not be entitled to act or to make legally binding declarations on behalf of each other, unless explicitly stated in this Agreement. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Partners.

22.2. Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise, the name of any of the Partners or any of their logos or trademarks without their prior written approval.

22.3. Partners shall refrain from any action which might harm (the reputation of) the other Partners.

22.4. Headings

The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

22.5. Waiver of rights

If a Party fails to enforce, or delays in enforcing, an obligation of another Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this

Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

22.6. Entire Agreement

This Agreement and its Appendices constitute the entire agreement between the Partners relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this article does not exclude any liability which a Party may have to another (or any right which a Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

22.7. Applicable law

This Agreement shall be construed in accordance with and governed by the laws of The Netherlands.

22.8. Settlement of disputes

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, may be submitted to start a proceeding under the rules of arbitration of the Netherlands Arbitration Institute. The place of arbitration shall be The Hague if not otherwise agreed by the Partners. The award of the arbitration will be final and binding upon the Partners. However nothing in this Agreement shall limit the Partners' right to seek injunctive relief or to enforce summary proceedings by a competent court of law in the Netherlands.

EXECUTED by the Partners

For and on behalf of [PARTNER NAME] Universiteit van Amsterdam

Name:

Positio

SIGNE

TITUTE OF PHYSICS
Science Park 904
Postbus 94485
090 GL Amsterdam
The Netherlands

Date: 8/5/2017

Appendix A Programme Proposal

Reference: FOM-16.1945

Version: 2.0

Date: 31-1-2017

1. Title of the proposed FOM program Nr. FOM-16.1945

Towards high-efficiency hybrid tandem solar cells

2. Applicants and industrial partner(s)

Applicants:

n (program leader)
Delft University of Technology,

Delft University of Technology,

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

University of Amsterdam

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

Industrial partners:

Shell, Amsterdam

Tempress, Radeweg 31, 8171 MD Vaassen

Levitech BV, Versterkerstraat 10, 1322 AP Almere

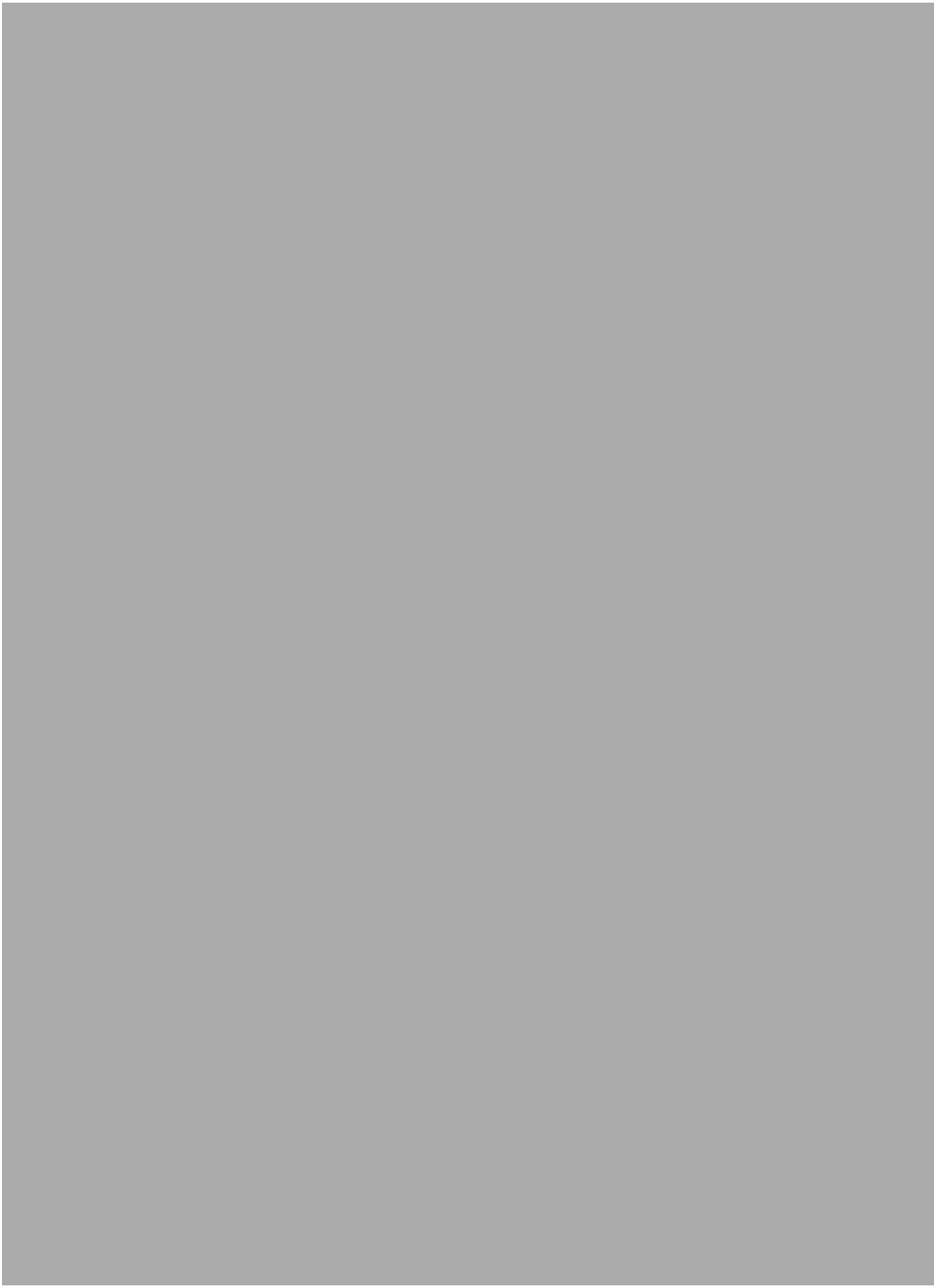
Exasun BV, Laan van Ypenburg 122, 2497GC Den Haag

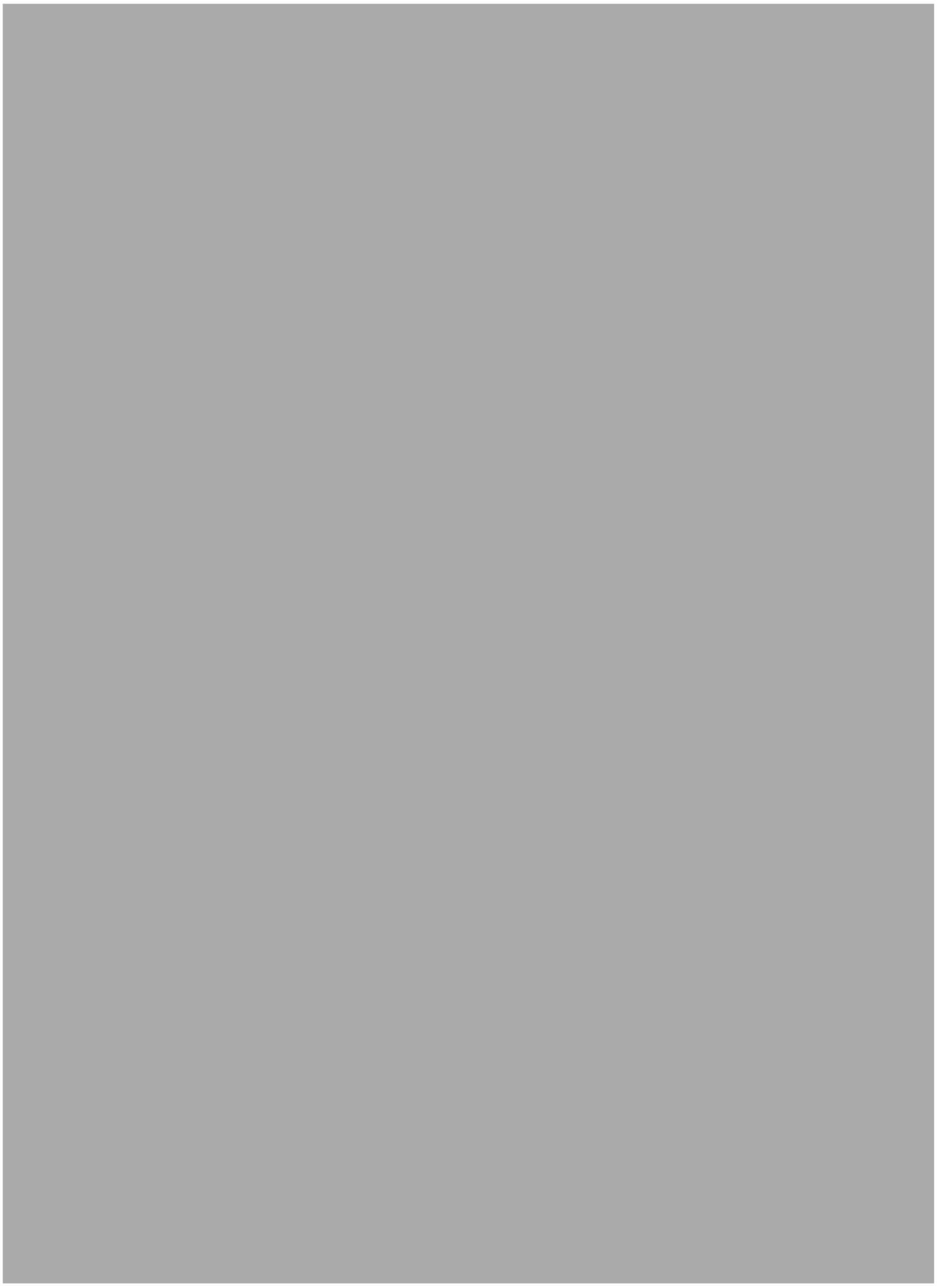
Eternal Sun Group, Wolga 11, 2491 BK Den Haag

ECN:

ECN Petten

ECN Solliance, Eindhoven









Exasun BV
Laan van Ypenburg 122
2497GC Den Haag
The Netherlands

SUPERIOR SOLAR PANELS I PRODUCED & INVENTED IN THE NETHERLANDS

LETTER OF COMMITMENT

To: Stichting voor Fundamenteel Onderzoek der Materie

P.O. Box 3021
3502 GA Utrecht

Subject : **JSP III**
Date: **November 18th , 2016**

Dear

On behalf of Exasun I am more than happy to inform you that we are willing to support the initiative entitled Joint Solar Programme III ("JSPIII") for which a proposal is submitted by Prof. Dr. Miro Zeman for funding from FOM.

Main reasons to participate

Exasun BV is a manufacturer of high efficiency solar modules, based in the Netherlands. We have a production facility in Ypenburg (Den Haag) with a capacity currently of 50MW/year. We produce only advanced solar modules with good aesthetics, high efficiency and high durability, based on *back contact* solar cells and a glass-glass module construction.

The efficiency of solar modules is mainly determined by the efficiency of the solar cells. In order to differentiate from our competitors and to continuously offer better products to our customers, we strongly support the development of solar cells with higher efficiency.
The solar cells intended to be developed in this project have the potential to reach very high efficiencies.

The proposed developments and ambitions will require several designs and processes to be developed. Besides process development, the long term stability of these materials and cells is also a very important factor. The partners in the program have the knowledge and facilities to investigate this topic. We expect these developments to result in stable and high efficiency devices, as well as an important lead in knowledge for Dutch companies and Institutions. In order to reach these goals it is crucial that these research efforts are focussed into a coherent program such as JSP III.

Role of Exasun

Exasun aims for a final project result consisting of a demonstrator module made of solar cells > 26% efficiency. Exasun intends to advise on solar cell and module design, and on executing interconnection experiments (solar module manufacturing). Exasun's contribution (in-kind) for the project is €43K.

Specific contributions of Exasun:

- **Project 1:** Advanced architectures for hybrid tandem solar cells – discussion on design and requirements
- **Project 2:** High-efficiency (interdigitated back contact, IBC) c-Si solar cell – discusssion on design, interconnection tests
- **Project 3:** Stable, high-efficiency perovskite solar cell – mini-module manufacture, to be send to partners for reliability and outdoor testing
- **Project 4**: Light management – design and process compatibility discussions
- **Project 5**: Spectrum shaping – interconnect impact, mini-module manufacture - to be send to partners for reliability and outdoor testing
- **Project 6**: Novel thin films & passivation solutions– no role Exasun
- **Project 7**: Advanced metallization for hybrid tandem solar cells– interconnection to new metallisation.

PhD students working on the project are welcome to come to Exasun to get practical experience with cell interconnection and module manufacturing, and to enhance the design and reliability discussions.

Exasun is one of only two module manufacturers in the Netherlands. One of Exasun specialisations lies in low stress and low temperature interconnection methods. This is probably required for the cells to be developed in this program. As Exasun has developed its own production equipment, adjustments to use new cell designs are possible. By being a partner in this program, Exasun aims to be able to demonstrate a high efficiency module made on the Exasun module manufacturing line, using solar cells which have the potential to be manufactured at other industral partners – using the cell manufacturing processes and equipment as developed in this program by the other partners.

Intended contribution

Subject to agreement on the terms and conditions in the cooperation agreement, Exasun will commit to a total contribution as described in the application of k€ 43.990 in kind. In case the project proposal is not granted, an agreement on the co-operation agreement could not be reached, or in case the support is significantly lower than anticipated at the moment of signing of this Letter of Commitment, Exasun BV is entitled to reconsider and may end its participation and contribution.

With kind regards,



Exasun BV

Appendix B the Grant

Appendix C Background list

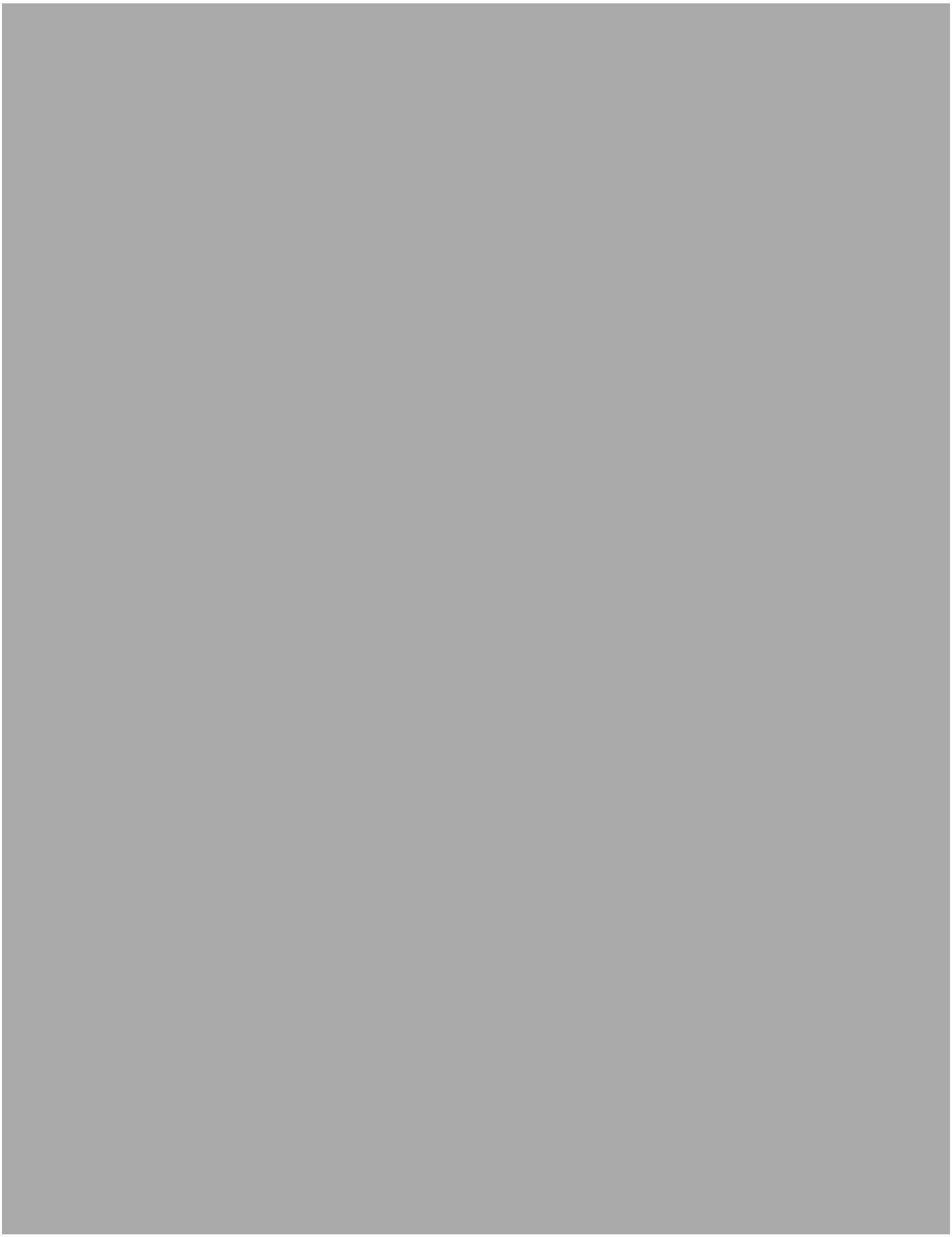
C1. Background included

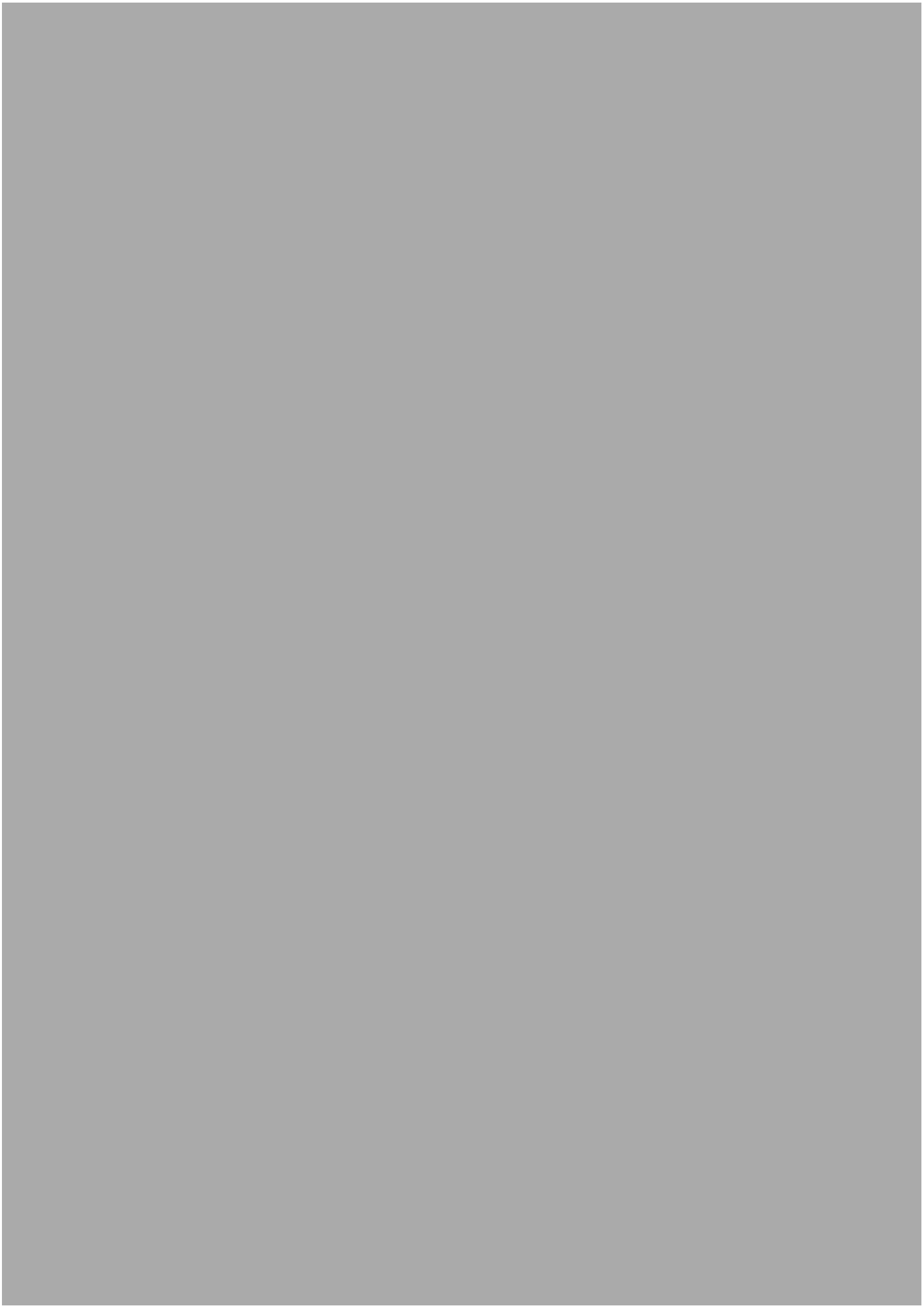
C2. Background excluded

In general:

- Background developed by employees not participating in the Project or Work Packages concerned;
- Background developed by employees participating in the Project but which is outside the scope of the Project;
- Background developed under the terms of any other agreement with other Partners;
- All know-how that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights
- All know-how related to existing patents and patent applications of the Partners (or any of its affiliates)

Appendix D Financial Arrangements







The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in five (5) equal parts. The first payment shall be remitted within sixty (60) days after the Effective date, as invoiced by NWO to the (respective) Private Partner(s).

The Private Partner(s) receive(s) invoices to remit its/their Financial Contributions that include its/their share in the program management and networking costs on the following dates:

- Effective date (in year 2017)
- 1st October 2018
- 1st October 2019
- 1st October 2020
- 1st October 2021.

Invoicing procedure

NWO will send to the Private Partners digital invoices. To this end, Private Partners will provide to NWO the following information:

- the purchase order
- the item number
- the requirements and procedures for invoicing, including the invoice submission address

Payment term for Shell will be 60 days.

For Private Partners that create (a) purchase order(s) or a vendor/client number, NWO provides the

following information:

The financial contribution is free of VAT

Address:

Netherlands Organisation for Scientific Research

Laan van Nieuw Oost-Indië 300

2593 CE The Hague

P.O. Box 93138

2509 AC The Hague, The Netherlands

www.nwo.nl



Email address to be used:

[redacted]@nwo.nl;

Appendix E Provisions for in-kind contributions

1. Permitted in-kind contributions

The following costs, directly attributable to the research project and incurred by the private party, may be contributed by private parties as in-kind contributions (see also provision 1):

a. Hours worked within the scope of the project:
   - wage costs, it being understood that these are based on an hourly wage, calculated on the basis of the annual wage at full employment according to the column «loon voor de loonbelasting» of the wage statement, plus the surcharges for social contributions payable by law or under individual contract or collective bargaining agreement, and based on 1650 productive hours per year. This amount may be increased with a surcharge for other general costs, subject to a maximum of 50% of the wage costs referred to above. The ensuing hourly rate to be attributed to the project, including said 50% surcharge for general costs, is capped at € 100. Contribution of costs for supervision or for project management is possible in the event of active participation of the intended supervisor or project manager in the research project (cf. under 1b).
b. Costs of material and resources to be used, based on the original purchase prices.
c. Use of equipment and machines
   - Costs associated with the purchase and use of machines and equipment, it being understood that these are based on the depreciation costs to be attributed to the project, calculated on the basis of the original purchase prices and a depreciation period of at least five years; costs of consumables and maintenance during the period of use.
   - Costs of purchase and use of machines and equipment that were not purchased solely for the project will only be considered project contributions pro rata based on the foregoing if there is a time log for each machine or for the equipment that conclusively establishes the operating hours.
   - In-kind contributions in the form of a discount on the regular purchase price in economic transactions (list price) of machines and equipment. The discount must be at least 25% of the list price. The costs charged to the project's equipment budget will then amount to the list price less said discount.

2. Accounting of in-kind contributions

Private parties must render account of their in-kind contributions to NWO by means of a statement of the contributed costs, to be provided to NWO within three months after the end of the research project to which the in-kind contribution was made. The application for approval of the in-kind contribution must be submitted simultaneously with the application for approval of the subsidy amount by the university partner(s), accompanied by a collective final report. If the in-kind contribution for which account must be rendered exceeds € 125,000, an auditor's report must be submitted; in other cases, a written statement by the holder or a power of attorney stating that the contributed in-kind efforts can actually be attributed to the project will suffice.

If the private party that committed itself to a research project with an in-kind contribution ultimately fails to make such in-kind contribution in full or in part, Article 10.6 applies.

Appendix F Shell Life Saving Rules

The safety of all those working for Shell is of great concern to us. Not following a safety rule is a significant contributory factor to past safety incidents involving Shell contractors. Most people consistently follow the safety rules but there is room for improvement.

As a potential supplier to Shell you and your people need to understand the Life-Saving Rules (high level details are below) and to ensure full compliance with them.

These Rules are not new but they ensure extra focus on 12 high-risk activities at work where we know that failure to comply has the highest potential for serious injury or death.

Complying with the Life-Saving Rules is vital for all Shell employees, and the employees of contractors and sub-contractors working for any Shell company.

Failure to comply will have serious consequences. Our approach will be that if someone chooses to break a Life-Saving Rule, they choose not to work for Shell. We will also apply this approach to supervisors who create or tolerate conditions for the breaking of the Rules.

The Life-Saving Rules will help protect everyone from harm and I look forward to your support in making our working environment a safer place.

7. Shell's 12 Life-Saving Rules

1: Work with a valid work permit where required





2: Conduct gas tests when required

3: Verify isolation before work begins and use the specified life protecting equipment





4: Obtain authorisation before entering a confined space

5: Obtain authorisation before overriding or disabling safety critical equipment





6: Protect yourself against a fall when working at height

7: Do not walk under a suspended load





8: Do not smoke outside designated smoking areas

9: No alcohol or drugs while working or driving





10. While driving, do not use your phone and do not exceed speed limits

11. Wear your seat belt





12: Follow prescribed Journey

BIJLAGE 6: ISPT

Finale versie 07122017

Netherlands Organisation for Scientific Research

CONSORTIUM AGREEMENT

IN THE FRAMEWORK OF THE NWO INDUSTRIAL PARTNERSHIP PROGRAMME "CONTROLLING MULTIPHASE FLOW" (NWO FILE NO. 680-91-012)

AN AGREEMENT made between

Stichting ISPT, having its office at Groen van Prinstererlaan 37, 3818 JN Amersfoort, the Netherlands, participating in this Programme on behalf of Shell Global Solutions International B.V., Unilever Research B.V. and Evodos B.V., hereinafter referred to as "ISPT";

(hereinafter referred to as the "Private Partner")

and

Wageningen University, department Agrotechnology and Food Sciences, having its office at Stippeneng 2, NL-6708 WE Wageningen, the Netherlands, hereafter referred to as "WUR";

University of Amsterdam, Institute of Physics,
having its office at Science Park 904, 1098 XH Amsterdam, the Netherlands, hereinafter referred to as "UvA";

Delft University of Technology, Department of Chemical Engineering,
having its office at Building 58, Van der Maasweg 9, 2629 HZ Delft, the Netherlands, hereinafter referred to as "TUD";

(together hereinafter referred to as the "Knowledge Institutes")

(together with the Private Partner referred to as "Programme Partners")

and

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO), DOMAIN SCIENCE, having its office at Laan van Nieuw Oost-Indië 300, 2593 CE, The Hague, the Netherlands, hereinafter referred to as "NWO";

(together with the Programme Partners hereinafter referred to as "the Parties")

RECITALS

1. Knowledge Institutes have submitted to NWO Domain Science (“ENW”) a Programme Description for an industrial partnership programme (“IPP”) entitled “Controlling Multiphase Flow”.
2. The Board of ENW has awarded a Grant to the Knowledge Institutes based on the Programme Description. The Programme Description is attached to this Agreement as **Appendix 1** and the Grant is attached as **Appendix 2**. The Grant is subject to the “NWO Subsidieregeling 2017” (**Appendix 3**).
3. Article 4:33, sub a, of the “Algemene wet bestuursrecht” states that the receiver of a grant may be obliged by the grant decision to cooperate with the conclusion of an additional agreement as meant in Article 4:36 of the “Algemene wet bestuursrecht” to arrange for essential issues on the execution of the Programme for which the grant is received.
4. Therefore, the Knowledge Institutes shall receive the Grant monies only after the signing of an agreement between the Private Partner, the Knowledge Institutes and NWO, in which they agree, amongst other things, on ownership of results and IP transfer.
5. The Parties wish to cooperate under the terms and conditions of this Programme Agreement and agree that these terms and conditions are very particular for the cooperation with ISPT and shall not be taken as a precedent.
6. ISPT aims at disseminating the knowledge generated in the Programme within the ISPT community.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Article 1 – Definitions

The following expressions shall have the meanings specified.

1.1 "Affiliate"

in relation to a Private Partner shall mean any other company which is controlled by, under common control with or controlling such Private Partner. For these purposes a company shall be deemed to have control of another company if it (directly or indirectly) owns 50% or more of the voting shares of that other company, or is entitled to (directly or indirectly) appoint a majority of the directors of the other company.

1.2 "Agreement"

This consortium agreement, including its appendices, concluded between the Parties, the signing of which is a prerequisite to start the Programme.

1.3 "Authorised Representative"

Authorised Representative means a director, officer, employee or consultant of the Receiving Party and/or an Affiliate thereof who has a "need to know" the Disclosing Party's Confidential Information with respect to achieving the goals of the Programme.

1.4 "Background Information"

In relation to a Programme Partner means any and all information and materials which are not publicly available when disclosed under this Agreement, as well as intellectual property rights pertaining to such information and materials that are

a) developed or obtained by the Programme Partner prior to the commencement of the Programme, or
b) developed or obtained by the Programme Partner subsequent to the commencement of the Programme, but independently of the Programme, or
c) acquired by the Programme Partner from a third party subsequent to the commencement of the Programme, in each case only when offered by the Programme Partner as potentially suitable for use by the Parties in pursuit of the Programme, but only in pursuit of the Programme.

1.5 "Board of NWO Domain Science"
Board of the Domain Science of the Netherlands Organisation for Scientific Research, or its lawful successor.

1.6 "Commercial Use"

Direct and/or indirect use of the Results aimed at generating income, such as (but not limited to) by the sale of products or services incorporating the Results, use of the Results in production of products or application of Results to achieve cost reductions.

1.7 "Confidential Information"
Confidential Information shall have the meaning as described in Article 7.1.

1.8 "Disclosing Party"
Disclosing Party shall have the meaning ascribed to it in Article 7.1

1.9 “Effective Date”

The signing date by NWO, being the last Party to sign the Agreement.

1.10 “Financial Contribution”

Monetary (In-Cash) contribution by the Private Partner to NWO as set forth in **Appendix 4** to this Agreement, in order to co-fund the Programme.

1.11 “FRAND”

Fair, reasonable and non-discriminatory terms.

1.12 “Grant”

Grant to the Programme including the Financial Contribution, as approved by the Board of NWO Chemical Sciences, set forth in **Appendix 2** to this Agreement.

1.13 “Programme”

The research to be executed by the Knowledge Institute(s) and the Private Partner as described in the Programme Description and as approved by the Board of NWO Domain Science.

1.14 “Programme Budget”

The entire budget consisting of Financial Contributions as provided in **Appendix 4**.

1.15 ”Programme Committee”

The committee consisting of representatives of the Programme Partners which supervises the execution of the Programme, as further detailed in Article 4;

1.16 ”Programme Description”

Description of the research to be executed in the Programme as set forth in **Appendix 1** to this Agreement.

1.17 “Programme End Date”
The ultimate date on which Programme activities can be executed.

1.18 "Programme Leader"

The leader of the Research as described in the Programme Description;

1.19 “Programme Partners” or “Programme Partner”

The Private Partners and the Knowledge Institute(s) jointly or each of these individually.

1.20 “Receiving Party”

Receiving Party shall have the meaning ascribed to it in Article 7.1

1.21 “Results”

All results, including but not limited to data, information, materials, conclusions and findings generated by the Programme Partners in carrying out activities under the Programme pursuant to this Agreement.

1.22 "Steering Committee"

Final decision-making body of the Programme, as further detailed in Article 4.

Article 2 – Cooperation under this Agreement

2.1 The Parties' cooperation under the Programme shall be subject to the terms and conditions of this Agreement unless explicitly otherwise provided or unless application of the provisions of this Agreement contravene with the European rules concerning state aid, or the "NWO Subsidieregeling 2017" (**Appendix 3** to this Agreement), in which case the latter two regulations shall prevail over this Agreement.

2.2 Each Party undertakes to take part in de efficient implementation of the Programme and to cooperate, perform and fulfil, promptly and on time all of its obligations as described in this Agreement as may be reasonably required from it and in a manner of good faith.

Article 3 – Funding

3.1 Throughout the Term, the Private Partner shall pay to NWO the Financial Contribution set forth in **Appendix 4** to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.

3.2 With respect to the invoicing referred to in Article 3.1, Private Partner(s) will provide NWO with the information and, if applicable, purchase orders, as set forth in **Appendix 4** to this Agreement.

3.3 The Financial Contribution mentioned in **Appendix 4** includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

3.4 NWO shall apply the Financial Contributions to grant the Programme according to the Programme Description as set forth in **Appendix 1**.

3.5 NWO will start the payment of the Grant to the Programme only after the Effective Date and after it has received a completed starting form (Startformulier, see granting letter (**Appendix 2**)). The Grant can only be used for costs made after the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant is for the risk and on the expenses of that Knowledge Institute.

3.6 Disbursements on behalf of the Programme Budget are only possible until the Programme End Date, unless

a) the approved budget includes a financial reservation to be paid after the Programme End Date,
or
b) the Grant closure decision by NWO allows – on request of the Programme Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision,

provided (in both cases) that the commitment concerned has been made before the Programme End Date.

Article 4 – Programme Organisation, Management and Progress Monitoring

4.1 The Parties shall set up a governance structure as described in the Programme Description, including a Programme Committee and a Steering Committee.

4. 2 The Programme Committee shall be responsible for monitoring and evaluating the progress of the various aspects within the Research (scientific, knowledge transfer, IP issues, budget and staffing). The Programme Committee shall submit proposals for major substantive and financial changes to the Steering Committee. The Programme

Committee shall consist of the Programme Leader , WUR), one representative of UvA and TUD one representative from Unilever Shell Evodos and the secretary (NWO). In addition, a representative of ISPT shall be included in the Programme Committee as a guest member without voting rights.

4.3. The Programme Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Programme Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Programme Committee, the respective decision will be taken by a majority of votes. The secretary shall have an advisory role in the meetings of the Programme Committee and has no voting right. Should the voting lead to a tie of votes (50-50%), then the decision will be made by the Steering Committee following the procedure described in Article 4.6.

4.4. The Programme Committee will meet on a regular basis. Minutes of the meetings of the Programme Committee shall be drafted by the secretary and transmitted to the Programme Partners without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Programme Partners if, within 14 days from receipt, no Programme Partner has objected in writing to the Programme Leader.

4.5. The Steering Committee is responsible for making available the committed cash contributions, and for approving substantive and financial adaptations (if any) to the Programme and/or Programme financing. The Programme Committee will make a proposal for any adaptations required to the Steering Committee. The Steering Committee shall only meet if one or more of the members of the Programme Committee see(s) reason for it to do so. Meetings may be held in person or by any communication means. In-cash contributing Private Partners, NWO and the Programme Leader are represented in the Steering Committee by one representative. At the start of the Programme, the Steering Committee shall consist of the following members:

(NWO, ENW),

(director ISPT),

, (Programme Leader WUR) (guest member, no vote),

(Vice President Discover at Unilever Research Vlaardingen),

(Shell),

(CEO Evodos).

NWO will also provide a secretary (no vote) to the Steering Committee.

4.6. The Steering Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Steering Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Steering Committee, the issue shall be submitted to the higher tier directors of the Programme Partners.

4.7. The Programme Leader will:

a) be the primary contact for NWO;

b) be responsible for the day-to-day management of the Programme;

c) chair the meetings of the Programme Committee;

d) will arrange for the (financial) administration of the Programme as required under terms of the Grant;

e) be responsible for implementing decisions taken by the Programme Committee or Steering Committee; and

f) monitor the progress of the Programme with respect to milestones and deliverables as described in the Programme Proposal.

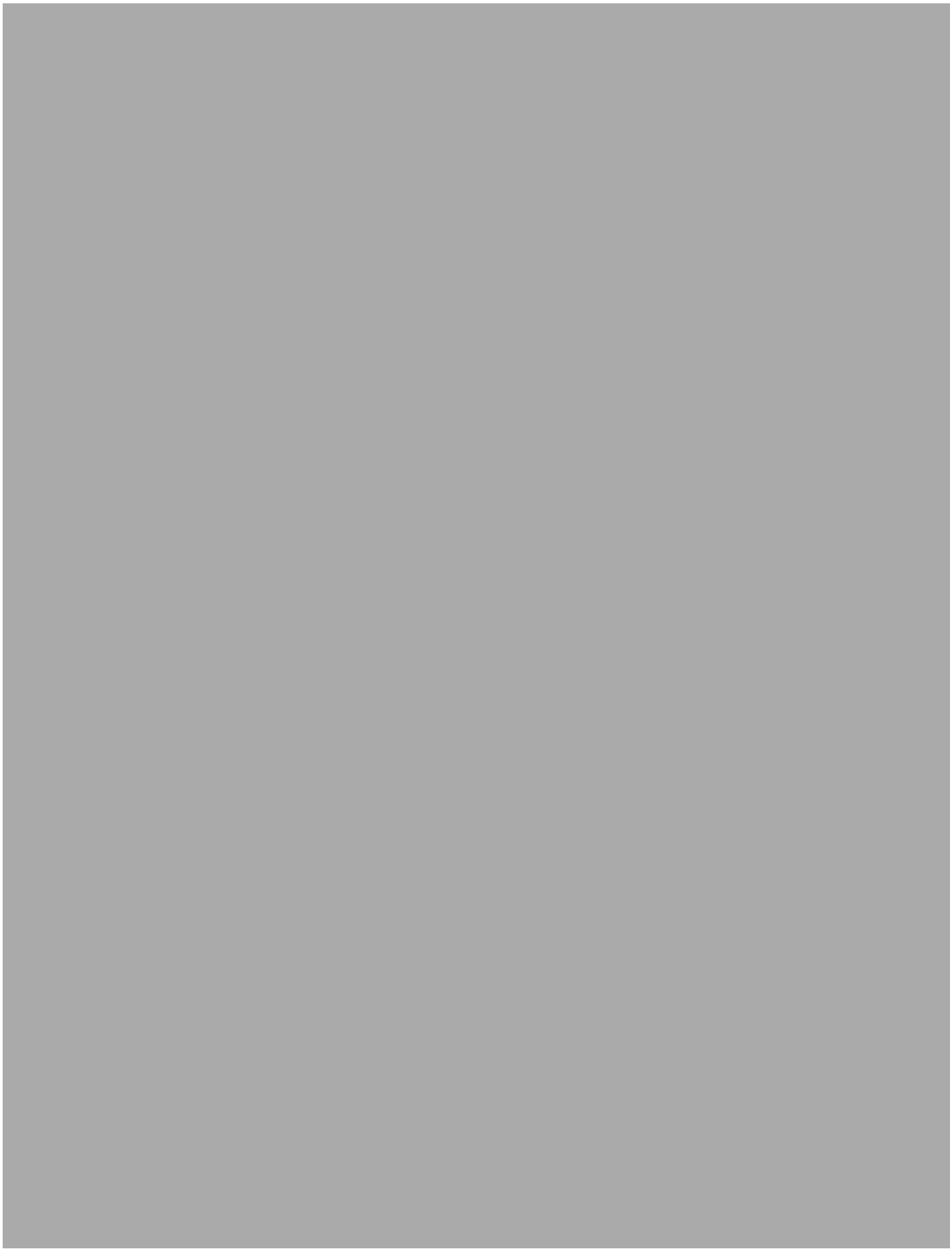
g) initiate the progress meetings, workshops, and coordinate visits and exchanges.

4.8. In case the Programme Leader or one of the other Programme Partners in the Programme is assigned to receive subsidy payments and to pass payments to the other Programme Partners, the Programme Partner receiving the subsidy payment will forward the payments to the other Programme Partners within twenty one (21) calendar days after receipt of a subsidy payment from the granting authority. Each Programme Partner will provide in writing its bank account information.

4.9 Programme Partners will regularly submit reports necessary to ISPT and NWO with regard to the TKI-allowance in accordance with the scheme given in Appendix 4.

4.10 In order to facilitate project management and handling knowledge dissemination, use will be made of the ISPT project management system, to which all Parties shall be granted access.

Article 5 – Intellectual Property



Article 6 – Payments of financial compensation and licence fees

6.1 Any financial compensation for or licence fee on user, access or ownership rights to the Results as agreed in this Agreement or to be negotiated in the course of the Programme, will be paid directly to the beneficial Party, unless otherwise agreed.

Article 7 – Confidentiality

7.1 The Disclosing Party shall use reasonable efforts to mark any Confidential Information that is disclosed in documentary or tangible form under this Agreement as follows: Confidential Information as used herein shall mean only that information, whether technical, commercial or economic, disclosed under this Agreement by a Party and/or its Affiliates (the "Disclosing Party") to another Party and/or its Affiliates (the "Receiving Party") in writing marked as "Disclosing Party [insert name of Party making the disclosure] Confidential Information". However, any failure to mark shall not affect the confidential status of Confidential Information if the information is confidential by nature. See Article 7.5 and 9.4 for the terms that are in force. For the avoidance of doubt, Confidential Information shall remain the sole property of the Disclosing Party providing it.

7.2 Receiving Party shall:

a. solely use the Confidential Information for the performance of its obligations under this Agreement;
b. not analyse or have analysed any of the samples delivered under this Agreement other than necessary for the performance of its obligations under this Agreement;
c. not divulge or make accessible any Confidential Information to any party other than the Authorised Representatives;
d. impose substantially the same obligations as defined hereinabove upon the Authorised Representatives;
e. inform the Disclosing Party by return to which Affiliates the Confidential Information will be divulged;
f. not apply for patents or any other rights in the field of industrial property covering any of the Confidential Information furnished to it.

The obligations of confidentiality and non-use shall not apply to:

a. information which the Receiving Party can prove to have been in its possession prior to the disclosure thereof by the Disclosing Party and which was not obtained directly or indirectly from the Disclosing Party;
b. information which the Receiving Party can prove that it either was part of the public domain through publication or otherwise before receipt of the same under this Agreement by the Disclosing Party, or thereafter becomes part of the public domain by publication or otherwise through no fault of the Receiving Party;
c. information which the Receiving Party can prove by documentary (including any digital media by which information can be preserved) evidence that it was received by it from a third party imposing no restriction as to disclosure and which did not acquire any such information directly or indirectly from the Disclosing Party.
d. information which the Receiving Party can prove by documentary (including any digital media by which information can be preserved) evidence was developed by employees of the Receiving Party or its Affiliates who are not directly or indirectly involved with this Agreement and did not have any access to Confidential Information.
e. information which is independently developed by Receiving Party without any use of or benefit from the Confidential Information and such independent development

can be documented by Receiving Party with written (including any digital media by which information can be preserved) records.

f. information which is required by law, judicial or arbitral process, regulatory authority or the rules of a recognized stock exchange to be disclosed, provided that, to the extent legally permissible, the Receiving Party gives the Disclosing Party prior notice of such requirement to disclose and a reasonable opportunity to obtain a protective order and the Receiving Party takes the necessary steps to minimize the extent of disclosure.

7.3 Upon the first request of Disclosing Party, Receiving Party will return to the Disclosing Party or destroy any and all of Disclosing Party's Confidential Information that Receiving Party obtains under this Agreement save that Receiving Party may retain one copy of Disclosing Party's Confidential Information for the sole purpose, in the event of a future dispute, of proving what information it did or did not receive hereunder.

7.4 Receiving Party shall promptly notify the Disclosing Party in writing upon the occurrence of any unauthorised disclosure or use of Confidential Information or any other breach of this Agreement of which it becomes aware.

7.5 The obligations of confidentiality under this Article 7 will last five (5) years from the end date of this Agreement.

7.6 ISPT shall ensure that its members participating in this Programme (i.e. Shell Global Solutions International B.V., Unilever Research B.V. and Evodos B.V.) are bound by confidentiality obligations no less strict than those contained in this Agreement.

Article 8 – Publication and publicity

8.1 The Programme Partners shall, throughout the duration of the Programme, take appropriate measures to ensure suitable publicity for the Programme in order to highlight the NWO financial support and the financial support of the Ministry of Economic Affairs. Any notice or publication by the Programme Partners about the Programme, including at conferences or seminars, must specify that: "This research received funding from the Netherlands Organisation for Scientific Research (NWO) and from the Ministry of Economic Affairs in the framework of the *"TKI-Toeslagregeling*"". Notwithstanding the foregoing, there shall be no publicity relative to Programme Results without approval by the other Programme Partners as set forth in Article 8.2.

8.2 The Programme Partners acknowledge that the (employees of the) Knowledge Institutes wish to publish or by other means make public all or part of the Results generated under this Agreement. To that end the following publication procedure is applicable. All intended publications from the Programme, including but not limited to publications (by employees or students) of the Knowledge Institute, including but not limited to scientific papers and conference presentations (including but not limited to dissemination within the ISPT water cluster), shall be previously submitted for approval to the (other) Programme Partners. Within four (4) weeks from receiving said submission, Programme Partners will respond to the request to publish. If within said period of four (4) weeks no Programme Partner has objected to the draft publication, the publication shall be deemed approved. If within said four (4) weeks the Programme Partners indicate they do not agree with the intended publication, they will mention the reason for this, and they are, within two (2) months from receiving said submission, entitled to:

8.2.1 require alterations to protect the interests of the Programme Partners, being interested in acquiring user or ownership rights to the Results, however without putting the scientific integrity of the publishing Programme Partner at risk; and/or

8.2.2 in case of its ownership of IPRs to the Results, or its interest to acquire exclusive user or ownership rights, postpone the publication for a period of maximally six (6) months from receiving said submission in which period a patent application can be submitted, however without delaying the completion of any Ph.D. programmes (in Dutch: *promotie*) under this Programme; and/or

8.2.3 request deletion of any of its Confidential Information, with which request the publishing Programme Partner shall comply, however without affecting the scientific integrity of the publication.

8.2.4 Copyrights remain with the publishing Programme Partner.

8.3 Any notice or publication by the Programme Partners, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that NWO is not liable for any use that may be made of the information contained therein.

8.4 NWO shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, the following information:
– the names of the Programme Partners;
– the title of the Programme;
– the name(s) of the scientist(s) in charge of the Programme;
– the name(s) of the researchers funded under the Programme;
– the general purpose of the Programme in the form of the popular summary provided by and approved by all Programme Partners;
– the amount granted (the Grant) and the total Programme budget.

8.5 Upon a reasoned and duly substantiated request by one of the Programme Partners, NWO may agree to forego such publicity if disclosure of the information indicated above would risk compromising the Programme Partner's security or commercial interests.

Article 9 – Term/Termination

9.1 This Agreement shall come into force on the Effective Date.

9.2 The Agreement shall remain in force until the date of termination or the date of conclusion of the Programme ("the Term") through a Grant closure decision, *i.e.* until the final settlement of the grant by NWO.

9.3 This Agreement may be terminated with respect to a Party prior to the termination due to Article 9.2, in the event of:

9.3.1 bankruptcy or a moratorium of payments (for more than 90 days) or entering into a debt rescheduling arrangement of a Party, immediately upon the occurrence of the relevant event and the Party's contribution cannot be taken over by one of the other Parties or the necessary finances to do so are not available; or

9.3.2 a Party's continuing failure to perform its obligations under this Agreement after being requested by a notice in writing to do so within a term of two months.

Notwithstanding the foregoing, a Private Partner may at any time terminate this Agreement without cause with a prior written notice of three months, provided that it pays any unpaid part of its Financial Contribution at the date it effectively terminates this Agreement, as set forth in **Appendix 4**. The Private Partner that terminates this Agreement before the conclusion of the Programme is also bound to other rights and obligations under this Agreement, as set forth in Article 9.4.

9.4 Rights and obligations under this Agreement which pursuant to their nature shall survive this Agreement, including but not limited to the obligation by a Private Partner to pay the Financial Contribution as well as to contribute non-delivered In kind

contributions, remain in force after termination or expiration of this Agreement as set forth in this Article 9, while the rights and obligations pursuant to Articles 7 and 8 shall expire five (5) years after the end date of this Agreement.

9.5 Each Programme Partner terminating this Agreement before the conclusion of the Programme will immediately cease all use of Background Information of another Party, as described in Article 5, and is bound to keep its own Background Information to be available for use by all Programme Partners during the Programme Term.

Article 10 - Governing Law & Dispute Resolution

10.1 This Agreement and the relationship hereunder between the Parties shall be exclusively interpreted in accordance with and governed by the laws of the Netherlands.

10.2 The Parties shall endeavour to settle amicably any and all disputes regarding or stemming from this Agreement. If an amicable solution cannot be reached, the disputes shall be brought exclusively before the court in The Hague, The Netherlands.

Article 11 – Warranties / Limitation of Liability

11.1 Each Programme Partner contributing Background Information affirms that, to the best knowledge of contributing Programme Partner: it has provided the Background Information as set forth in Article 5.1 correct and complete, however, on the basis of “as-is”, without any warranty in that respect.

11.2 Programme Partners do not accept any liabilities for damage or loss which arises due to the fact that the Results do not qualify for patenting or because rights of third parties are infringed when applying the Results.

11.3 Except in case of gross negligence or wilful misconduct, the maximum aggregate liability of a Programme Partner shall be equal to its share in the overall Programme Budget. Furthermore shall none of the Parties be liable for any indirect damage.

Article 12 – Amendments

This Agreement may not be amended, modified or terminated orally; no provision of this Agreement may be waived orally; and no amendment, modification, or waiver of any of the provisions hereof shall be binding unless in writing and signed by all Parties.

Article 13 – Waivers

The Parties each agree that the waiver by any Party of a provision or of a particular breach by one or more of the other Parties of any obligation, or the failure of a Party at any particular time to exercise any of its rights herein provided, shall not be deemed to constitute a waiver of any other provision or subsequent breach or to prejudice the exercise in future of any right.

Article 14 – Severability

If any covenant, obligation or term hereunder or the application of any part of this Agreement to any person, party or circumstance shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Agreement or the application of such covenants, agreements or obligations other than those which are held to be invalid or unenforceable shall not be

affected thereby; and each covenant, obligation and agreement contained herein shall be separately valid and enforceable to the full extent permitted by law. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering into this Agreement may be realized.

Article 15 – Force Majeure

None of the Parties will be responsible for delays resulting from causes beyond the reasonable control of such Party, including, without limitation, fire, explosion, flood, war, strike or riot; provided that the nonperforming Party uses its reasonable efforts to avoid or remove such causes of non-performance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed. Illness and disease of individuals involved in research activities to be performed in this Programme cannot be adduced as Force Majeure.

Article 16 – Notices

All notices, requests, demands and other communications to be given in accordance with this Agreement shall be given in writing and shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to the ISPT:

Stichting ISPT
Groen van Prinsterenlaan 37
3818 JN Amersfoort
The Netherlands
email: [redacted]@ispt.eu
Attention: [redacted]

if to WUR:

Wageningen University and Research
Physical Chemistry and Soft Matter
Stippeneng 4
6708 WE Wageningen
email: [redacted]@wur.nl
Attention: [redacted]

if to UvA:

Universiteit van Amsterdam

Science Park 904

1098 XH Amsterdam

The Netherlands

email: [redacted]@uva.nl

Attention: [redacted]

if to TUD:

Delft University of Technology

Building 58 - F2.410

Van der Maasweg 9

2629 HZ, Delft

The Netherlands

email: [redacted]@tudelft.nl

Attention: [redacted]

if to NWO: **THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO), DOMAIN SCIENCE**

Laan van Nieuw Oost-Indië 300, 2593 CE, Den Haag, The Netherlands

E [redacted]@NWO.NL

Attention: [redacted]

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

Article 17 – Assignment

The Parties shall not assign this Agreement or any part thereof without the prior written consent of the other Parties; provided, however, that a Party may assign this Agreement without such consent but with notification of the other Parties in connection with the transfer or sale of substantially its entire business to which this Agreement pertains (or in the event of its merger or consolidation with another company*).*

No assignment shall relieve any Party of responsibility for the performance of any accrued obligation which such Party then has hereunder.

Signature page

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

[redacted]

12th day of December 2017.

Stichting ISPT

[redacted]

[redacted]

Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Wageningen, this 12th day of December 2017,

Wageningen University, Department Agrotechnology and Food Sciences



Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Amsterdam, this 15 day of december 2017

Universiteit van Amsterdam, Institute of Physics



INSTITUTE OF PHYSICS
Science Park 904
Postbus 94485
1090 GL Amsterdam
The Netherlands

Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Delft , this 15th day of December 2017,

Delft University of Technology

[redacted]

Dean faculty of Applied Sciences

Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Den Haag, this 21 st day of December , 2017

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO), DOMAIN SCIENCE



APPENDICES TO THIS AGREEMENT

APPENDIX 1 – Programme Description

APPENDIX 2 – Granting letter NWO

APPENDIX 3 – 'NWO Subsidieregeling 2017' (in Dutch, and translation in English)

APPENDIX 4 – Financial Arrangements

APPENDIX 5 – Handling of Results and IP rights

APPENDIX 1 Programme Description

[IPP proposal as submitted, ENWF 17.0361]

APPENDIX 2 – Granting Letter NWO

APPENDIX 3 – ‘NWO-Regeling Subsidies’ (in Dutch, and translation in English)



NWO Regeling Subsidies

Versie 1 december 2015

Den Haag, december 2015
Nederlandse Organisatie voor Wetenschappelijk Onderzoek



NWO Regulation on Granting

Version 1 December 2015

N.B.: This document is a translation of the Dutch text entitled 'NWO Regeling Subsidies'. In the event of any difference of opinion as to the interpretation of the content, the original Dutch version will prevail.

The Hague, December 2015
Netherlands Organisation for Scientific Research

APPENDIX 4 – Financial Arrangements

NWO file number: 680-91-012.

Programme title: Controlling multiphase flow.

Programme Leader:

Programme Description: attached as Appendix 1.

Grant of NWO to this Programme (dd. 30-10-2017, corr.nr.2017/ENW/00333668): copy attached as Appendix 2.

Granted budget* (Maximum Subsidy) to this Programme a total of € 1.581.961 (in words one million five hundred and eighty one thousand nine hundred and sixty one EURO).

Programme Management Costs NWO: € 70.000 (seventy thousand).

Total cash Budget (Granted Budget plus Programme Management Costs NWO): € 1,621,961 (in words one million six hundred and fifty one thousand nine hundred and sixty one EURO).

Total Programme Budget (Total cash Budget plus In-Kind Contributions): € 1,621,961 (in words one million six hundred and fifty one thousand nine hundred and sixty one EURO).

* The Granted Budget is subject to the general conditions set forth in the "NWO-Regeling Subsidies" prevailing at the moment of granting of the Programme (= version dated "May 2017"), attached as Appendix 2 to this Agreement, and the additional conditions specified in the Grant of NWO to this Programme, attached as Appendix 2.

** The "TKI-allowance" is subject to the conditions set forth in the "TKI-Toeslagregeling" prevailing at the moment of granting of the TKI-allowance.

Private Partner to this Programme and its Financial Contribution to the Programme budget

ISPT:

a total amount of € 1,055,000 (in words one million and fifty five thousand EURO), which will be part of the Total cash Budget as described above.

The contribution by ISPT consists of two parts. Part 1: € 550,000 (in words five hundred fifty thousand EURO) from private origin, in particular from Shell, Unilever, and Evodos.

.

From this budget ISPT will use 45,000 (in words forty five thousand EURO) to cover its own programme management costs (ISPT coordinates the financial commitment from companies, allocation and determination of TKI-allowance, project management tools as a platform to share information, publication workflow).

Part 2: € 550,000 (in words five hundred fifty thousand EURO) as TKI-allowance, to be applied for with the Dutch government.

In total, this amounts to € 1,055,000 (in words one million and fifty five thousand EURO), which will be part of the Total cash Budget as described above.

Planning allocation TKI-allowance
The end date of the TKI-allowance that is allocated to this Programme is March 1, 2020. At that moment the Programme shall still be running. To be able to determine the TKI-allowance at that moment in the Programme the following documents are required on May 1, 2020:

- Final report in conformity with the RVO format (will be based on the midterm review).
- Statement of the auditor from the Knowledge Institutes for the costs realised from the start of the Programme until March 1, 2020 or integration of the Programme in the annex of the annual report of the Knowledge Institute in accordance with SISA (Single Information Single Audit).

The Programme Leader will provide the final report. The Knowledge Institutes will provide the financial reports. These documents will be reported to ISPT.

The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in five (5) equal parts. The first payment shall be remitted within forty-five (45) days after the Effective date, as invoiced by NWO to the (respective) Private Partner(s).

The Private Partner(s) receive(s) invoices to remit its/their Financial Contributions that include its/their share in the program management and networking costs on the following dates:

- Effective date (in year 2017),
- 1st October 2018
- 1st October 2019
- 1st October 2020
- 1st October 2021

Invoicing procedure

NWO will send to the Private Partners digital invoices. To this end, Private Partners will provide to NWO the following information:

ISPT:

- Name financial contact:
- Telephone number financial contact: 033
- Postal and email addresses to be used: Groen van Prinstererlaan 37, 3818JN Amersfoort, ispt.eu
- Purchase Order number if required: TBD
- Any other relevant details: N/A

For Private Partners that create (a) purchase order(s) or a vendor/client number, NWO provides the following information:

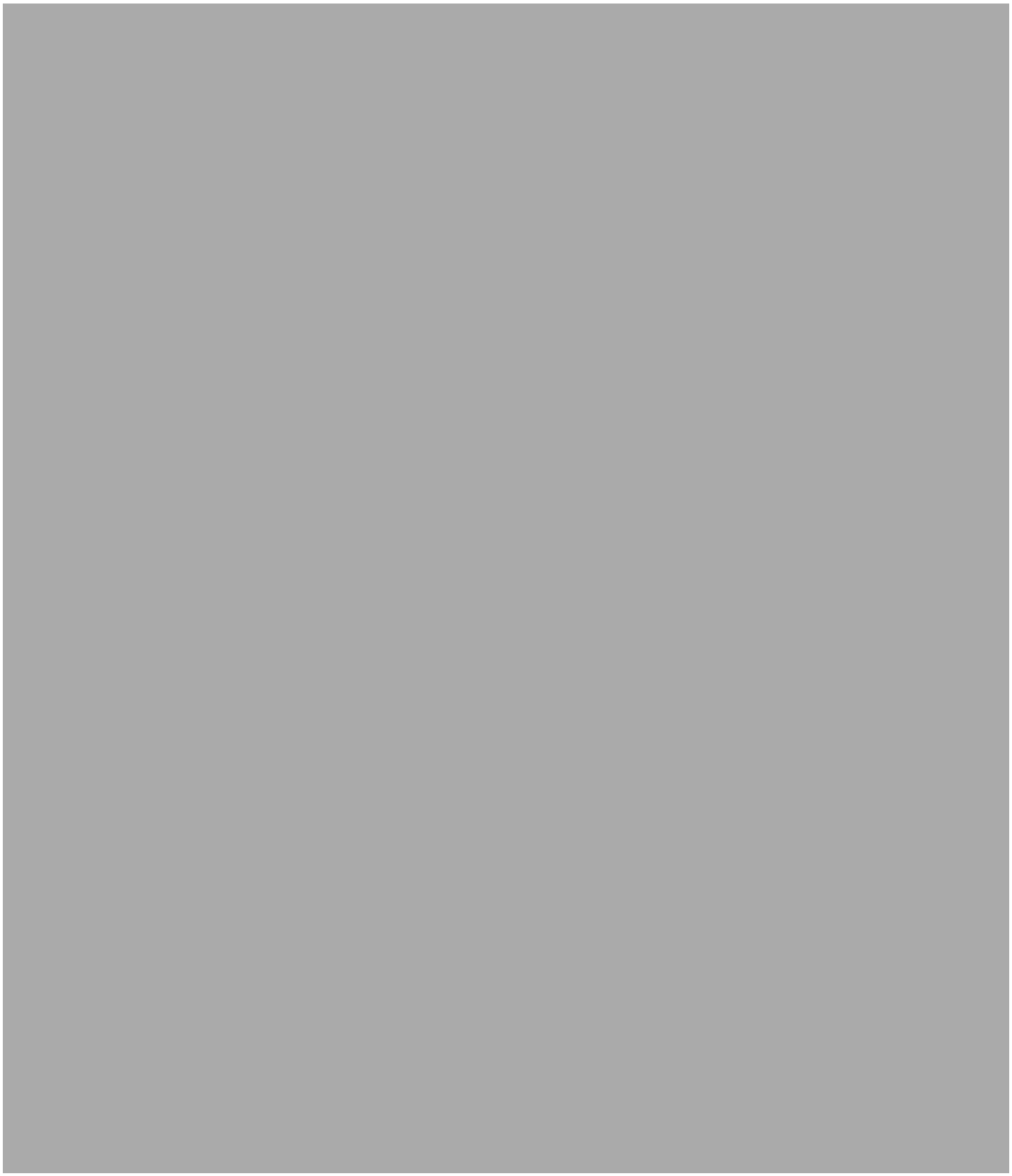
The financial contribution is free of VAT

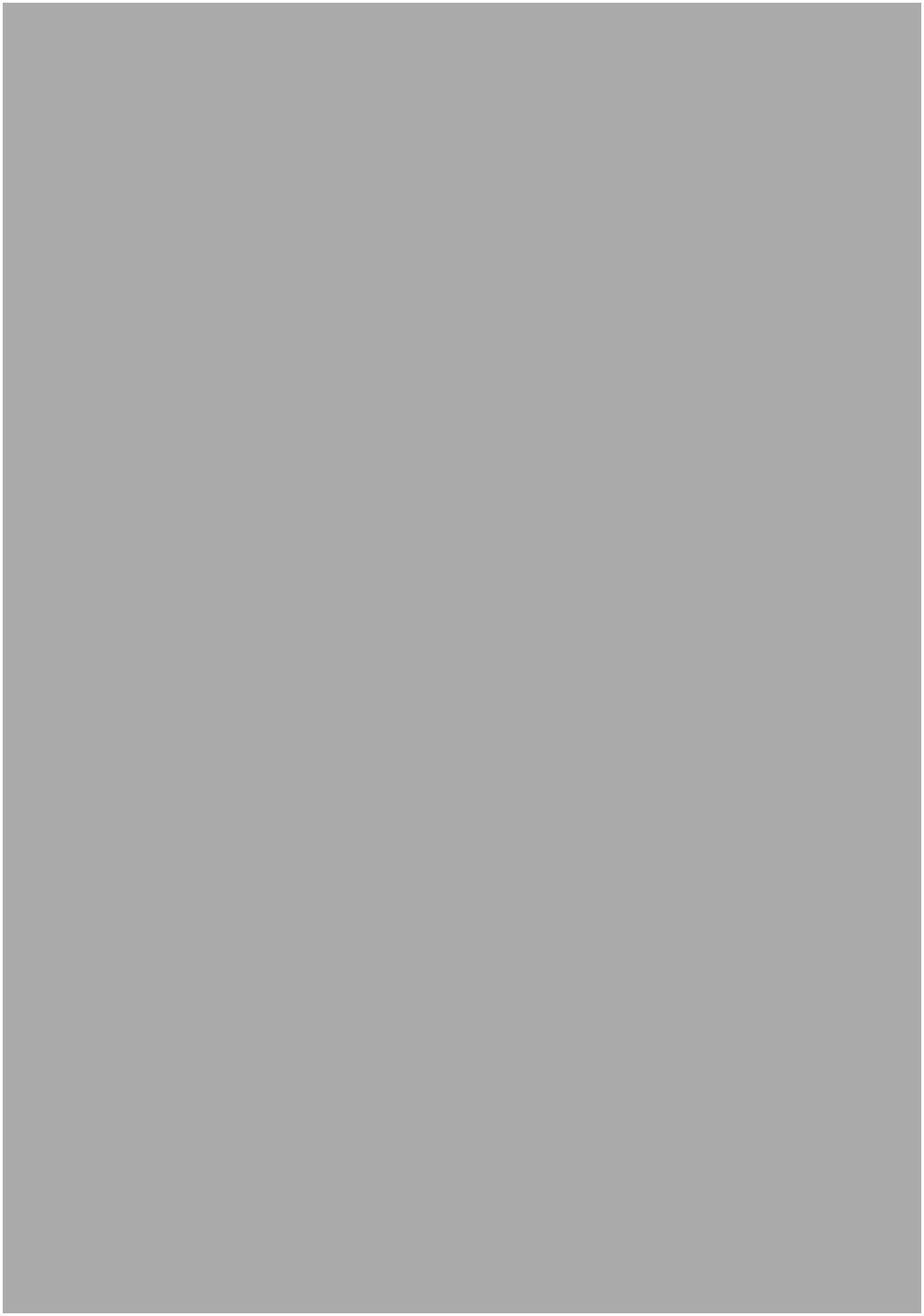
Address:

Netherlands Organisation for Scientific Research
Laan van Nieuw Oost-Indië 300
2593 CE The Hague
P.O. Box 93138
2509 AC The Hague, The Netherlands
www.nwo.nl
IBAN:
BIC , Rotterdam
CoC
VAT

Email addresses to be used:
@nwo.nl; @nwo.nl

APPENDIX 5 – Handling Results and IP rights







1. *Title of the proposed IPP programme*

Controlling multiphase flow

2. *Applicants and industrial partners*

[redacted] **programme leader)**
[redacted] Wageningen University
Stippeneng 4, 6708 WE, Wageningen
e-mail: [redacted]cht@wur.nl
Tel. +[redacted]

P[redacted]
Van der Waals-Zeeman Instituut, University of Amsterdam
e-mail: [redacted]@uva.nl

D[redacted]
Van der Waals-Zeeman Instituut, University of Amsterdam
e-mail: [redacted]@uva.nl

[redacted]
Debye Institute for Nanomaterials Science, Utrecht University
e-mail: [redacted]@uu.nl

[redacted] Wageningen University
e-mail: [redacted]@wur.nl

[redacted] Wageningen University
e-mail [redacted]@wur.nl

[redacted]
Department of Chemical Engineering, Delft University of Technology
e-mail: [redacted]@tudelft.nl

[redacted] Wageningen University
e-mail: [redacted]@wur.nl

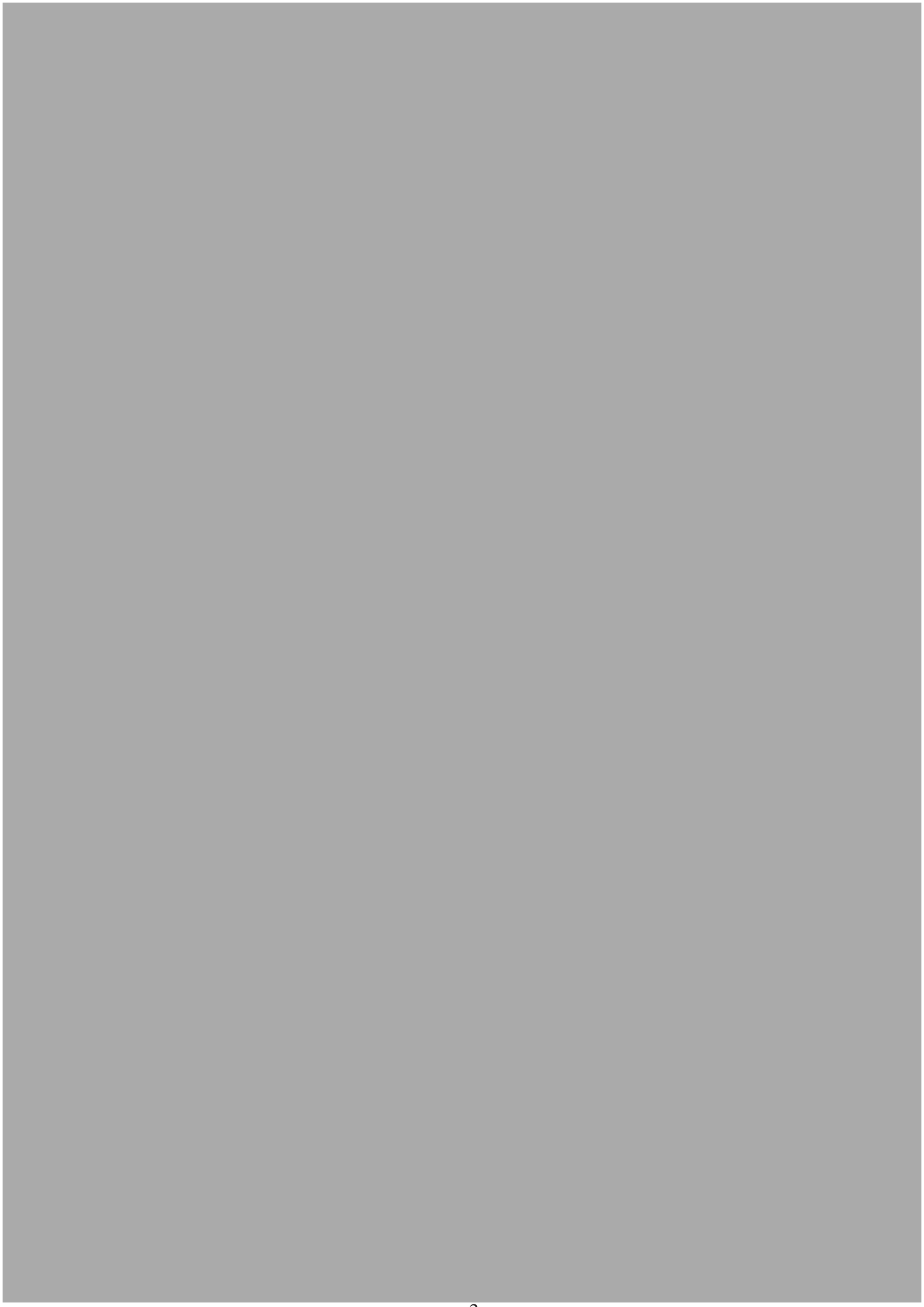
Industrial partners:

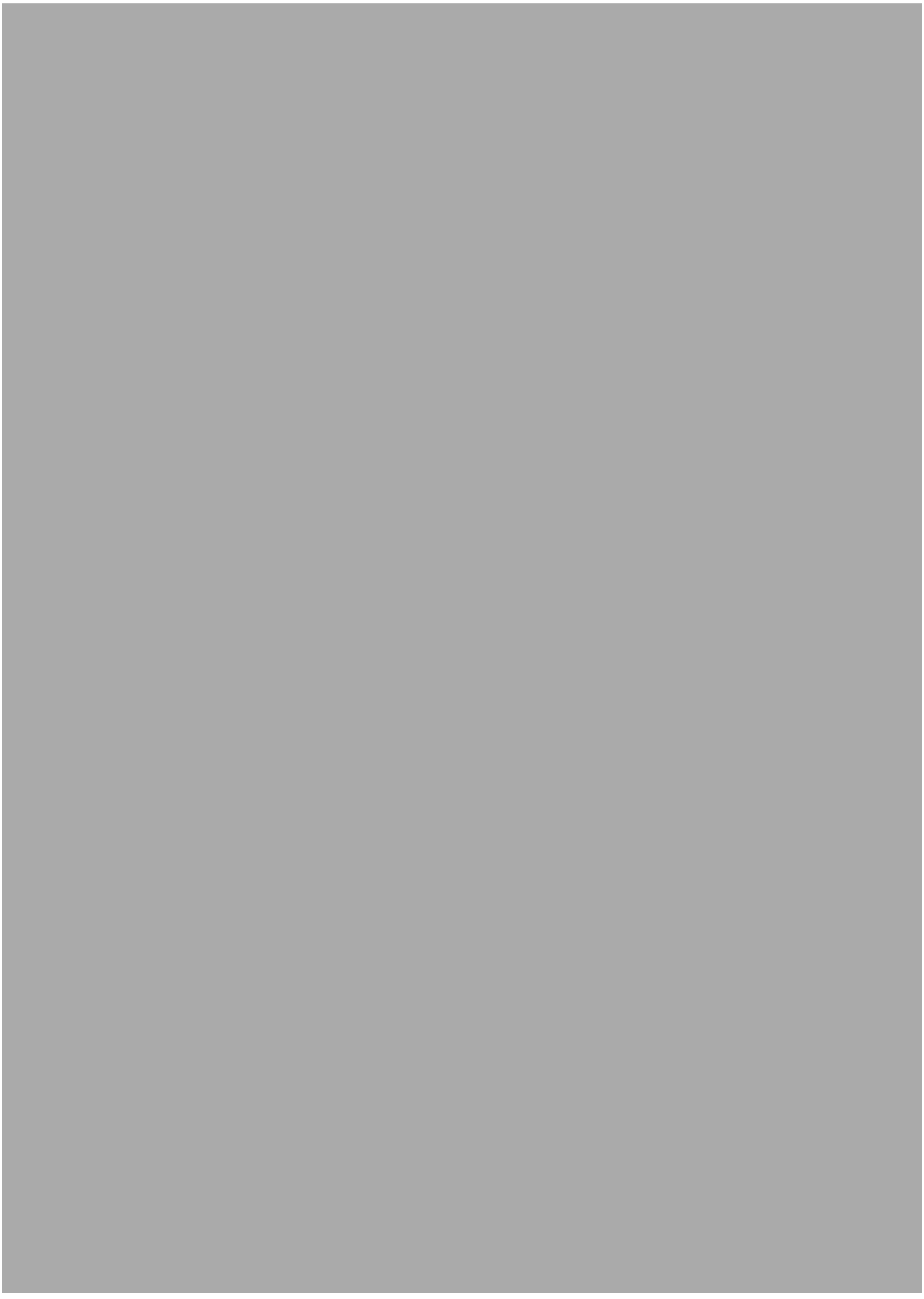
[redacted]
Shell Technology Center, Amsterdam
e-mail: [redacted]@shell.com

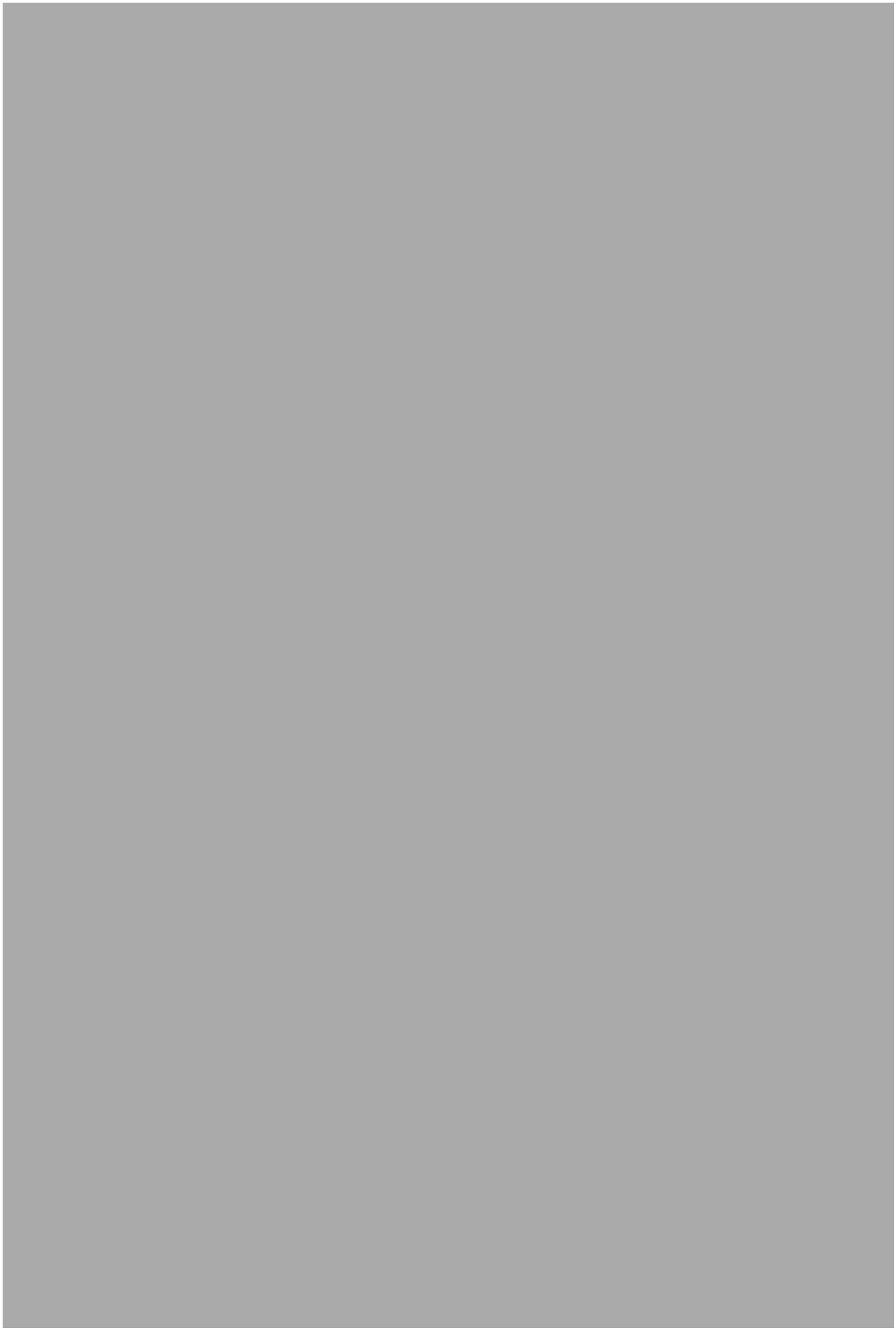
[redacted]
Unilever Research, Vlaardingen
e-mail: [redacted]@unilever.com

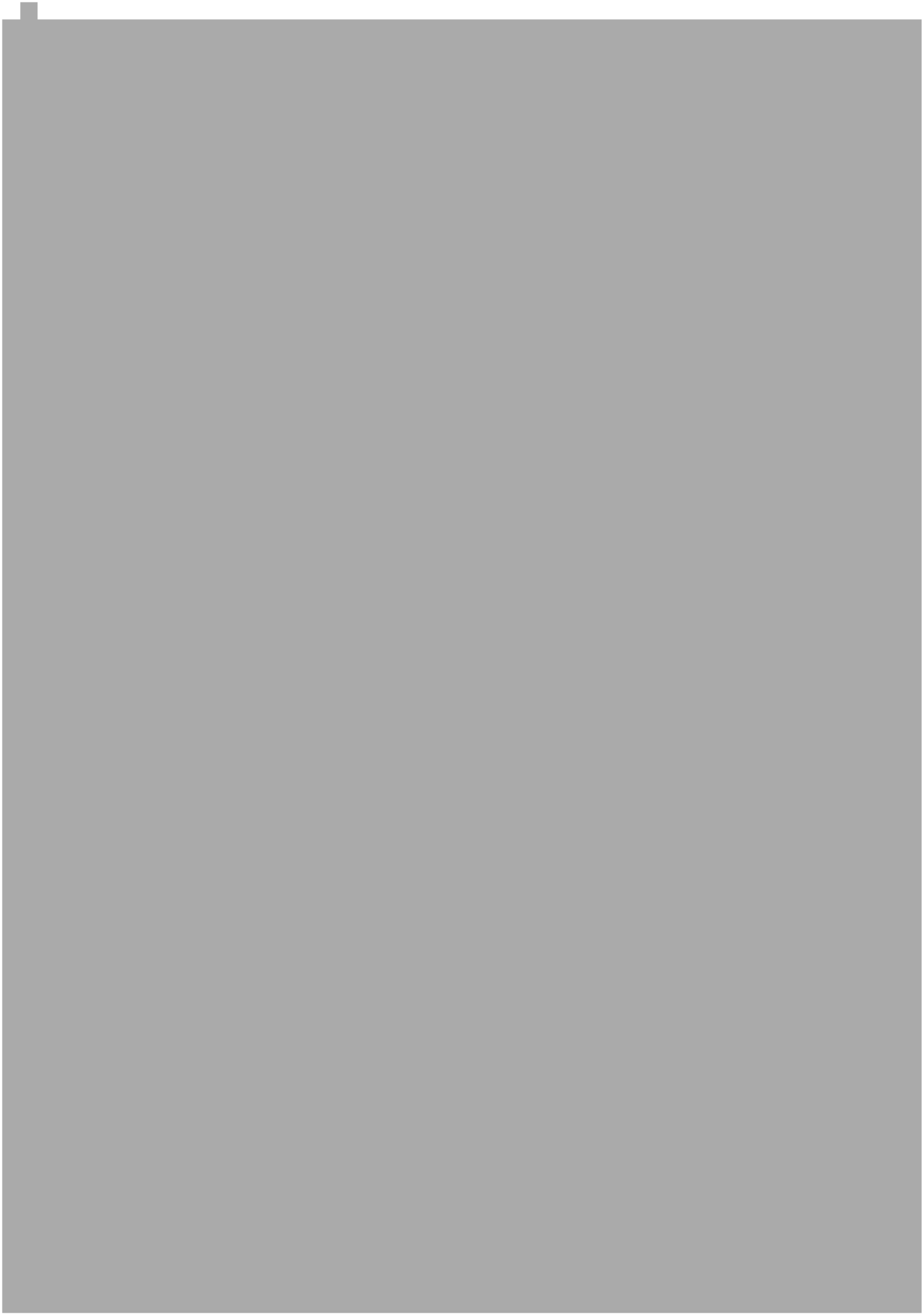
[redacted]
Evodos BV, Raamsdonksveer
e-mail: [redacted]@evodos.eu

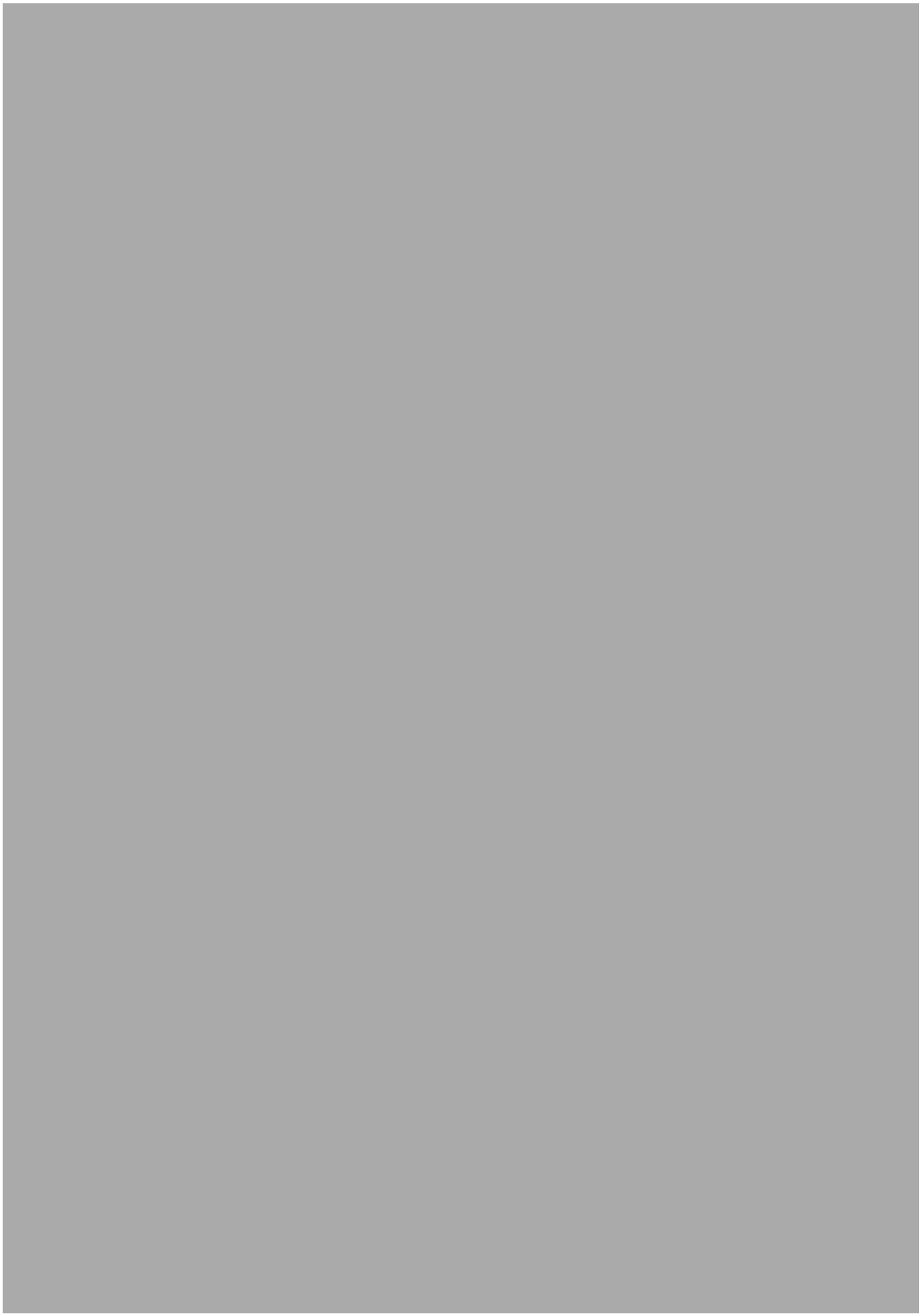
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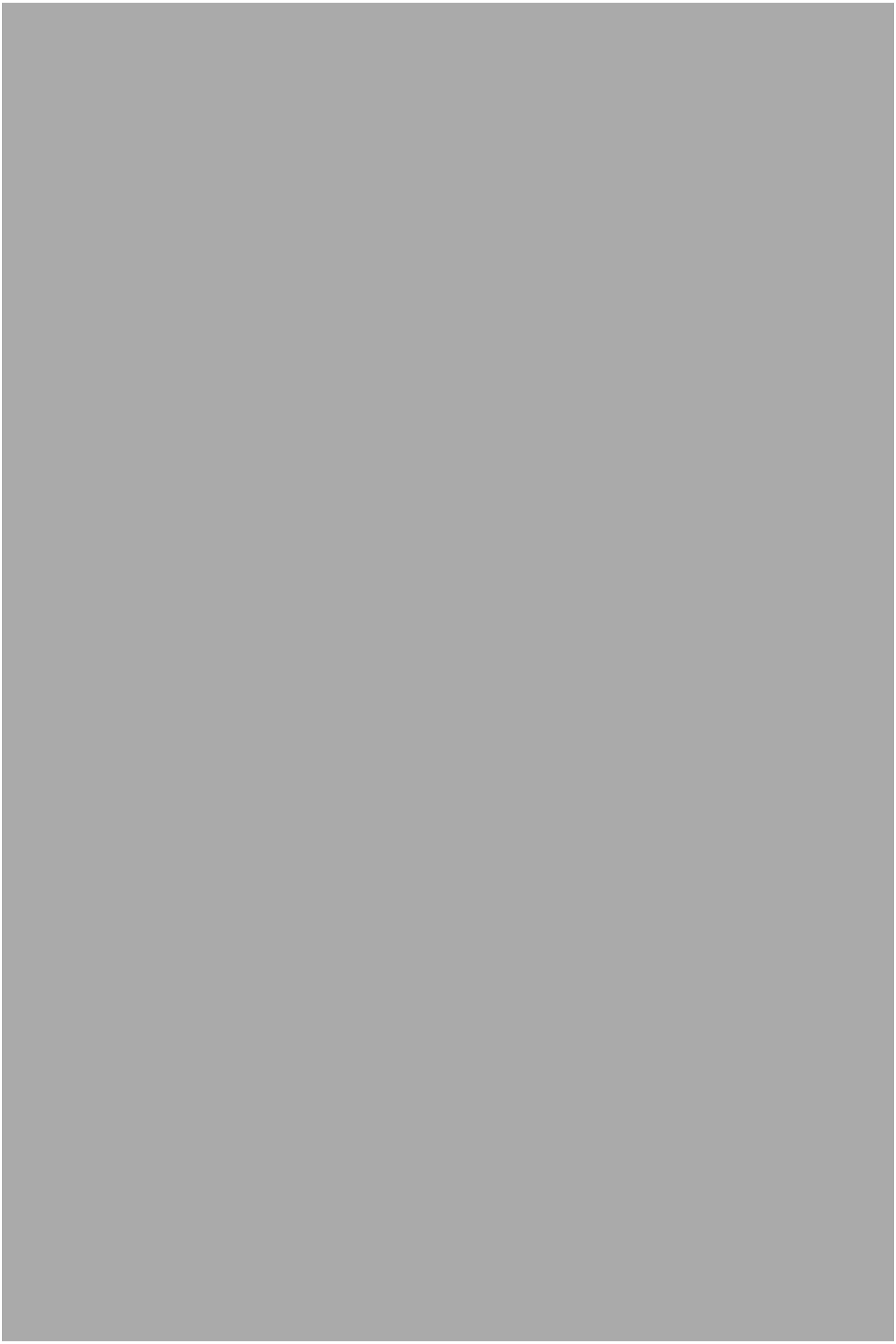


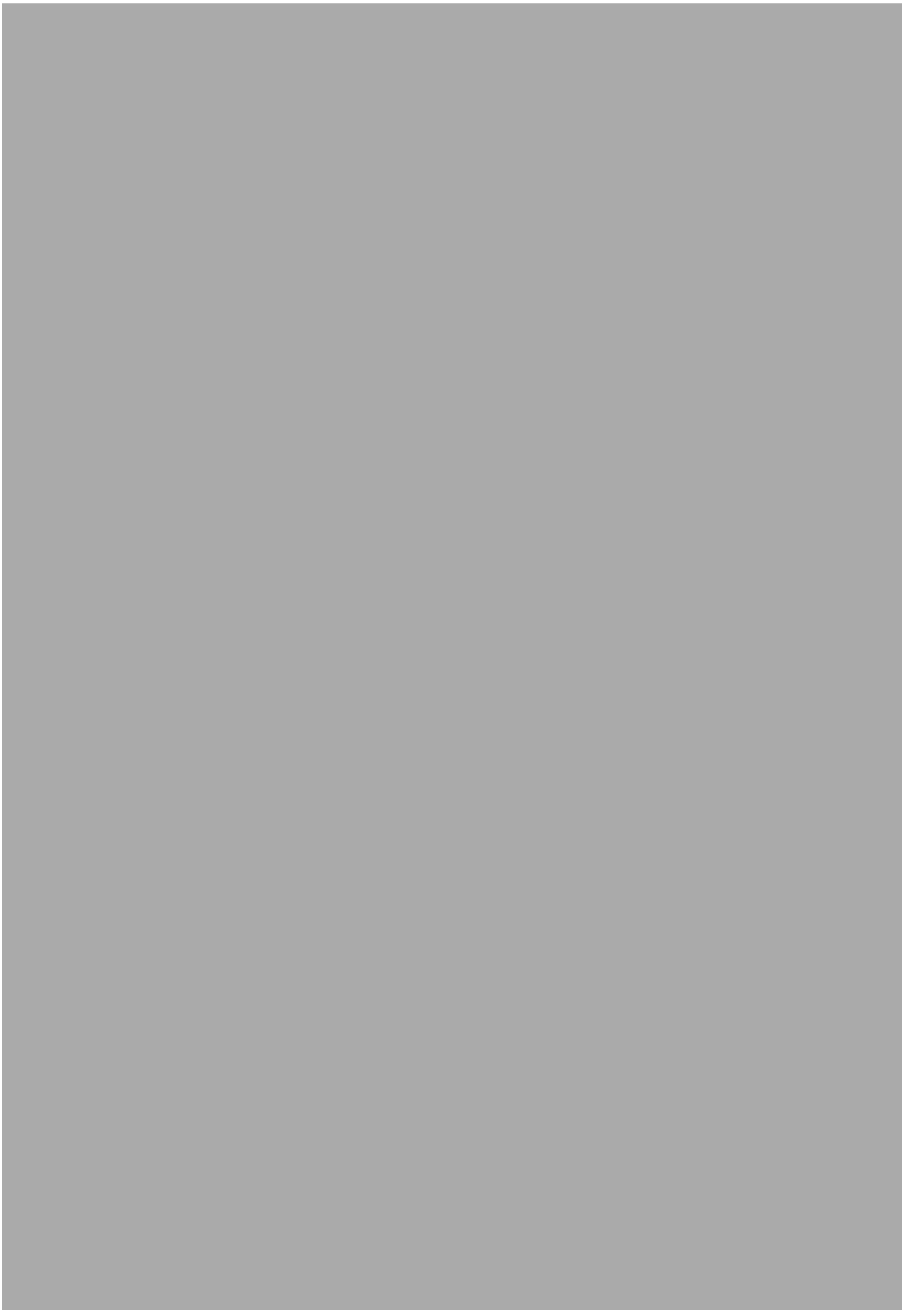


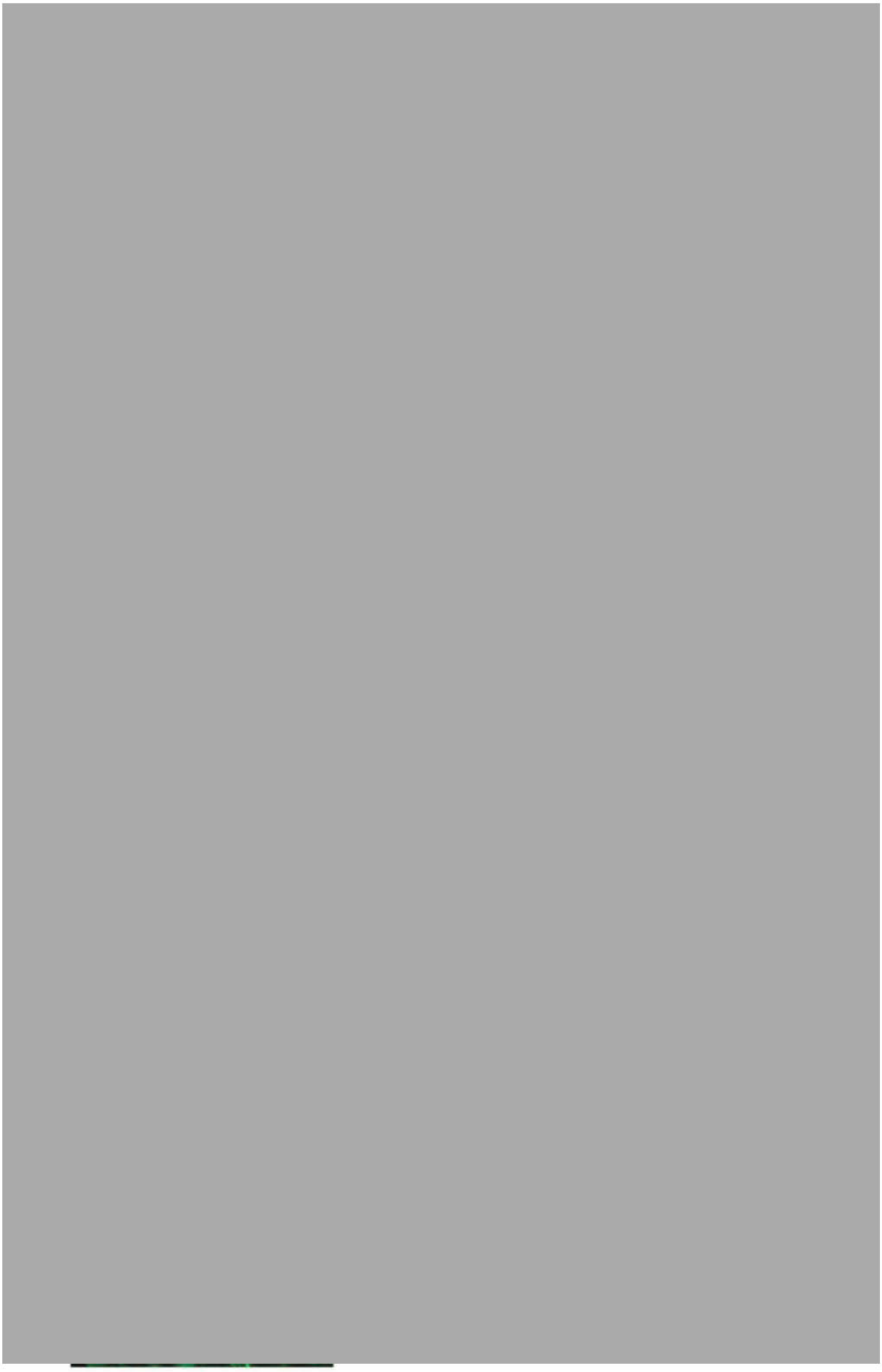


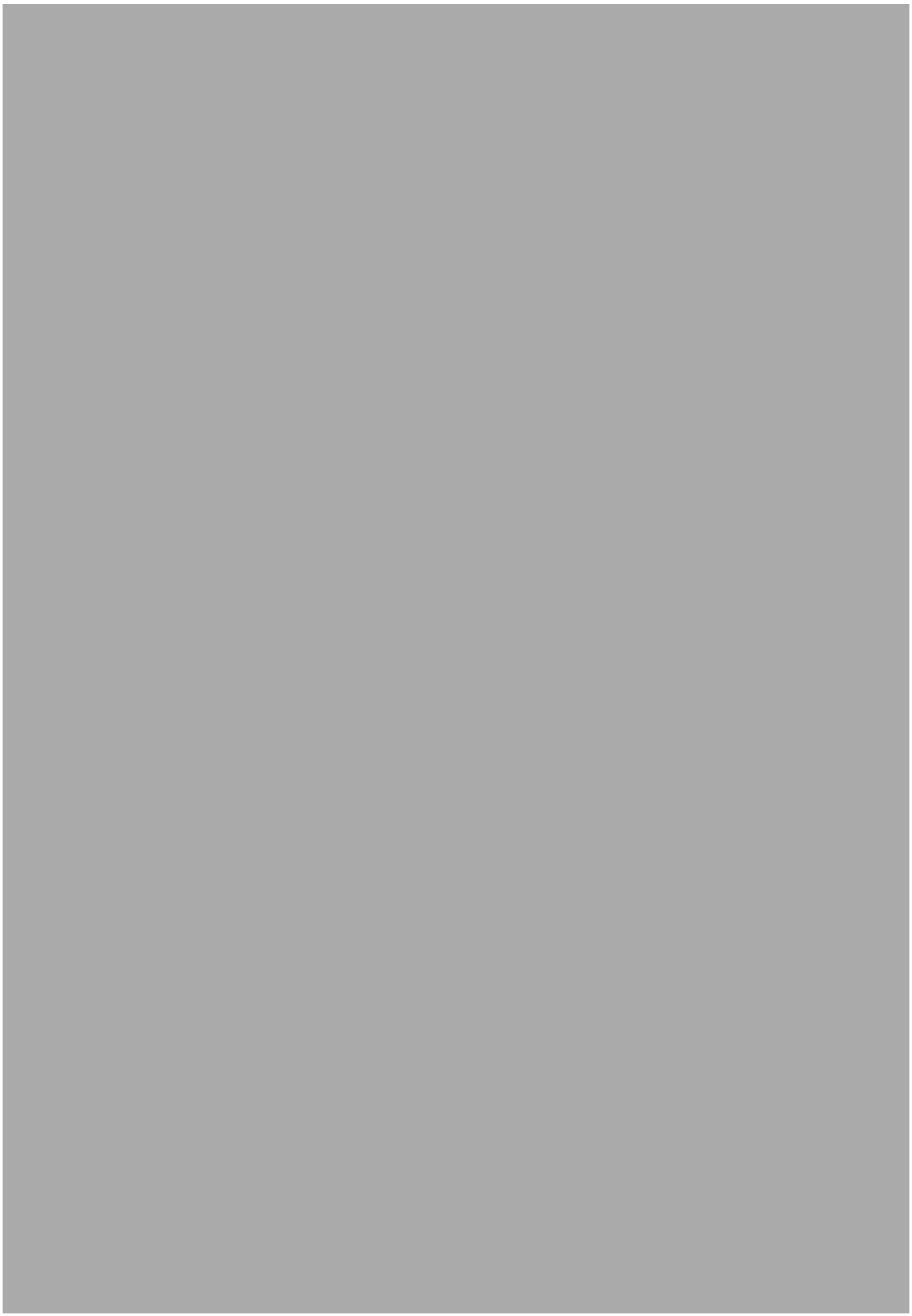


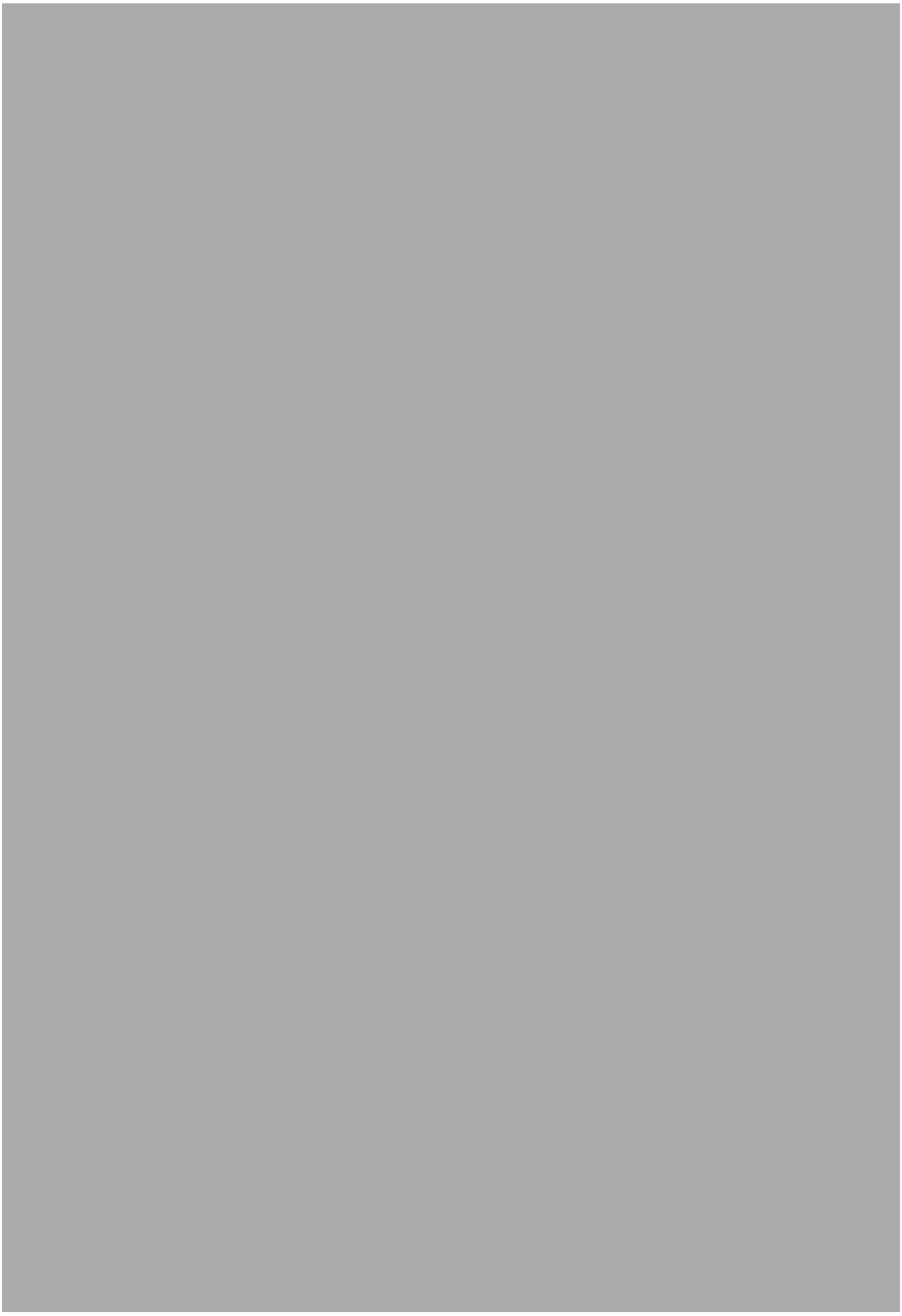


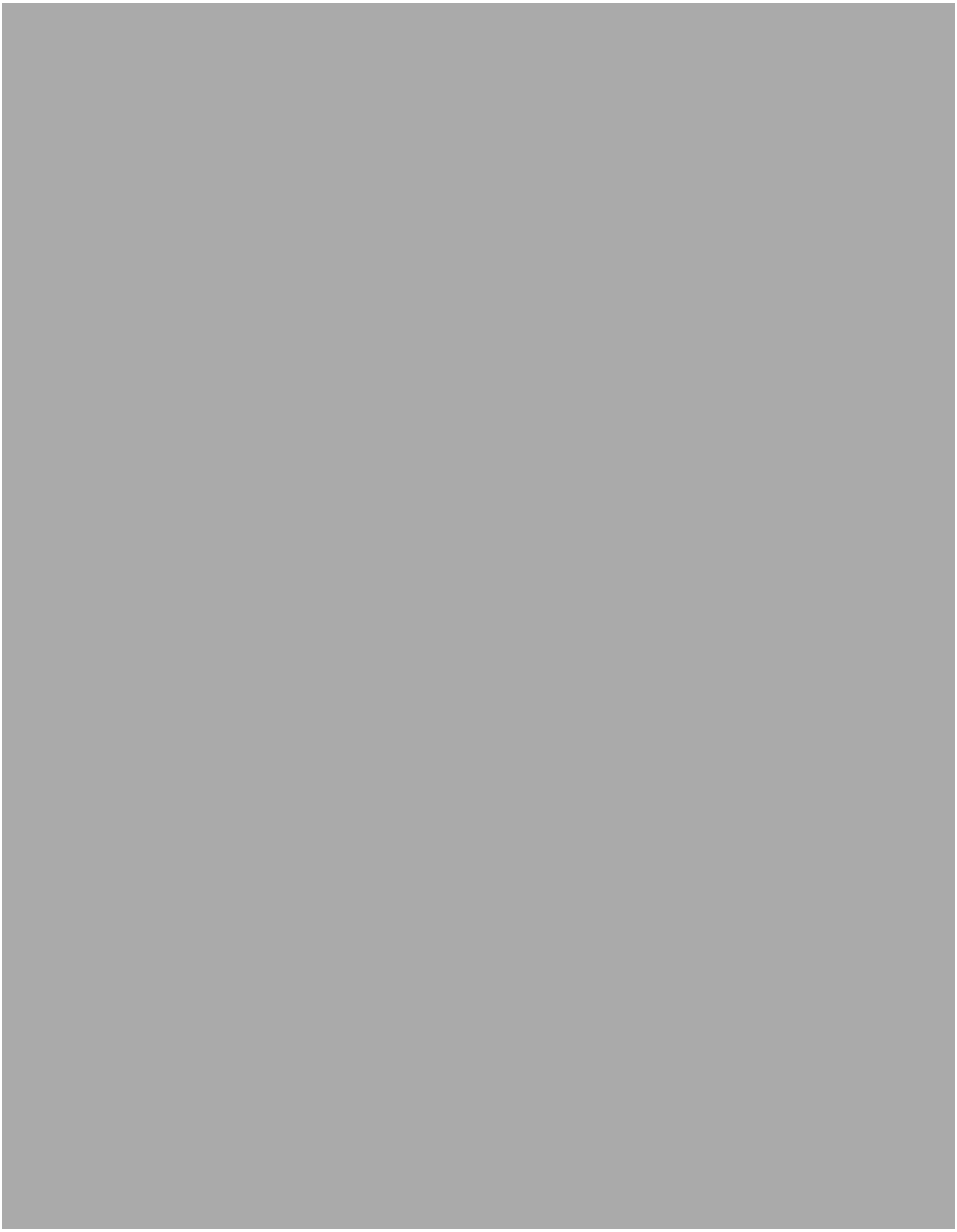


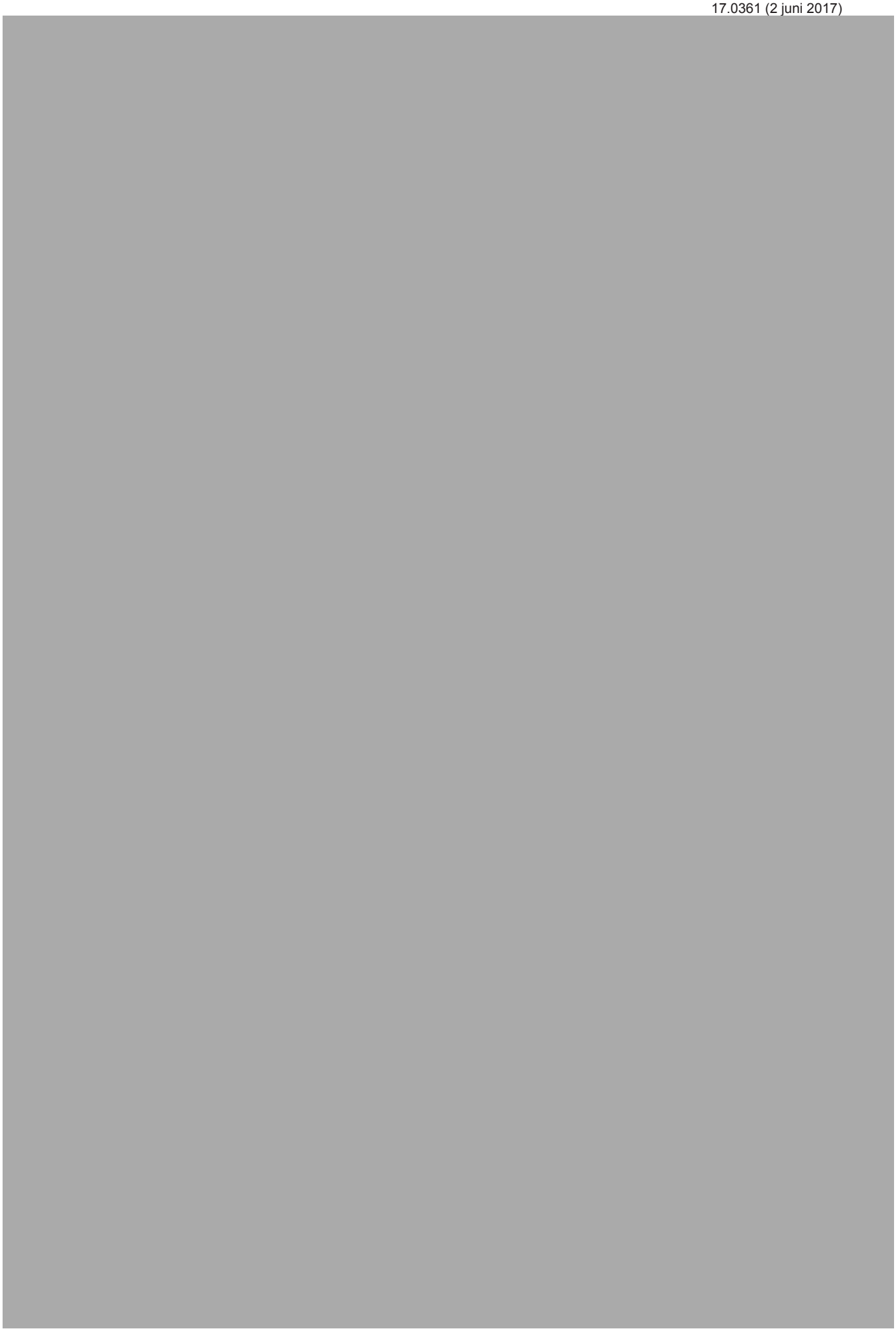


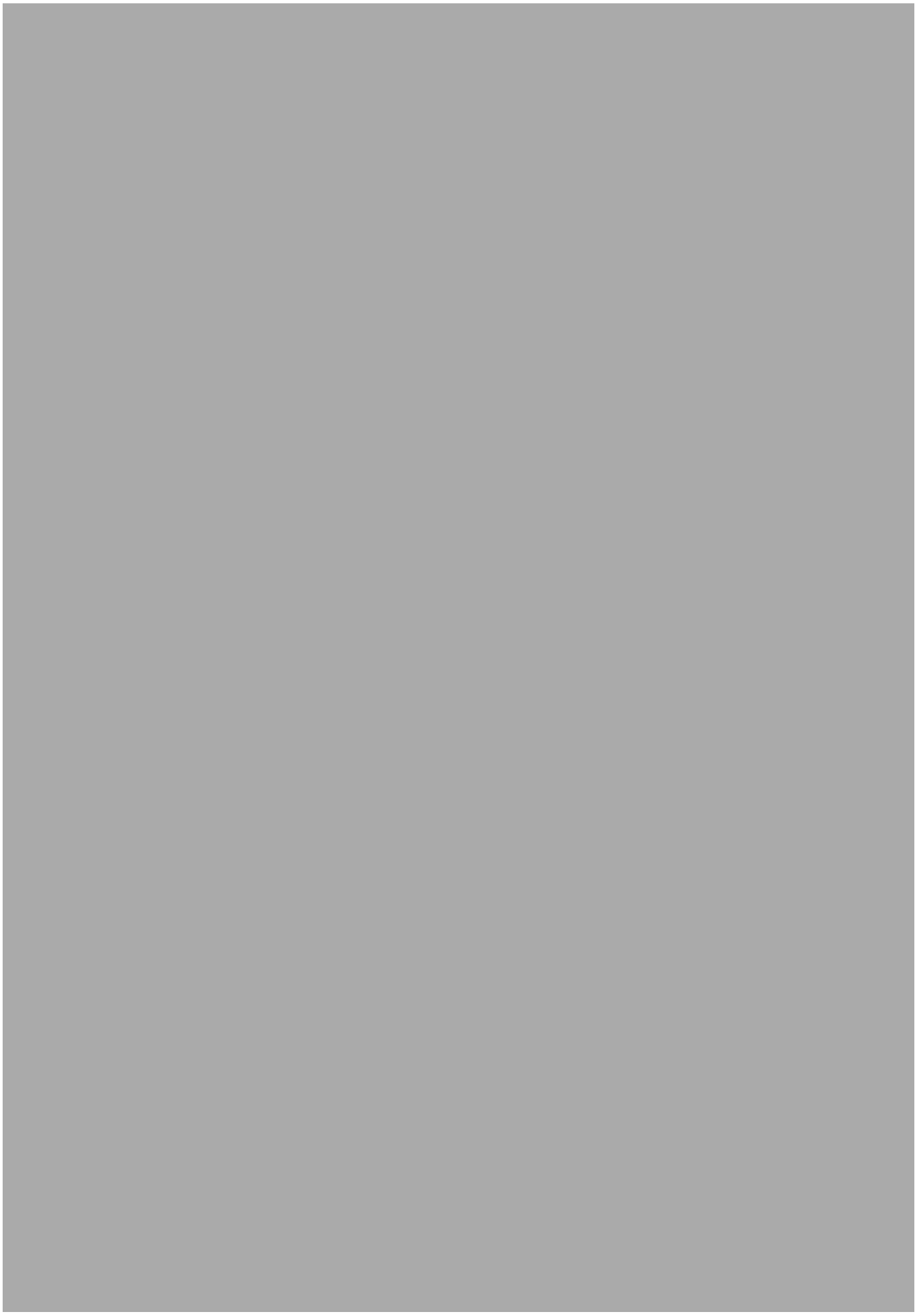


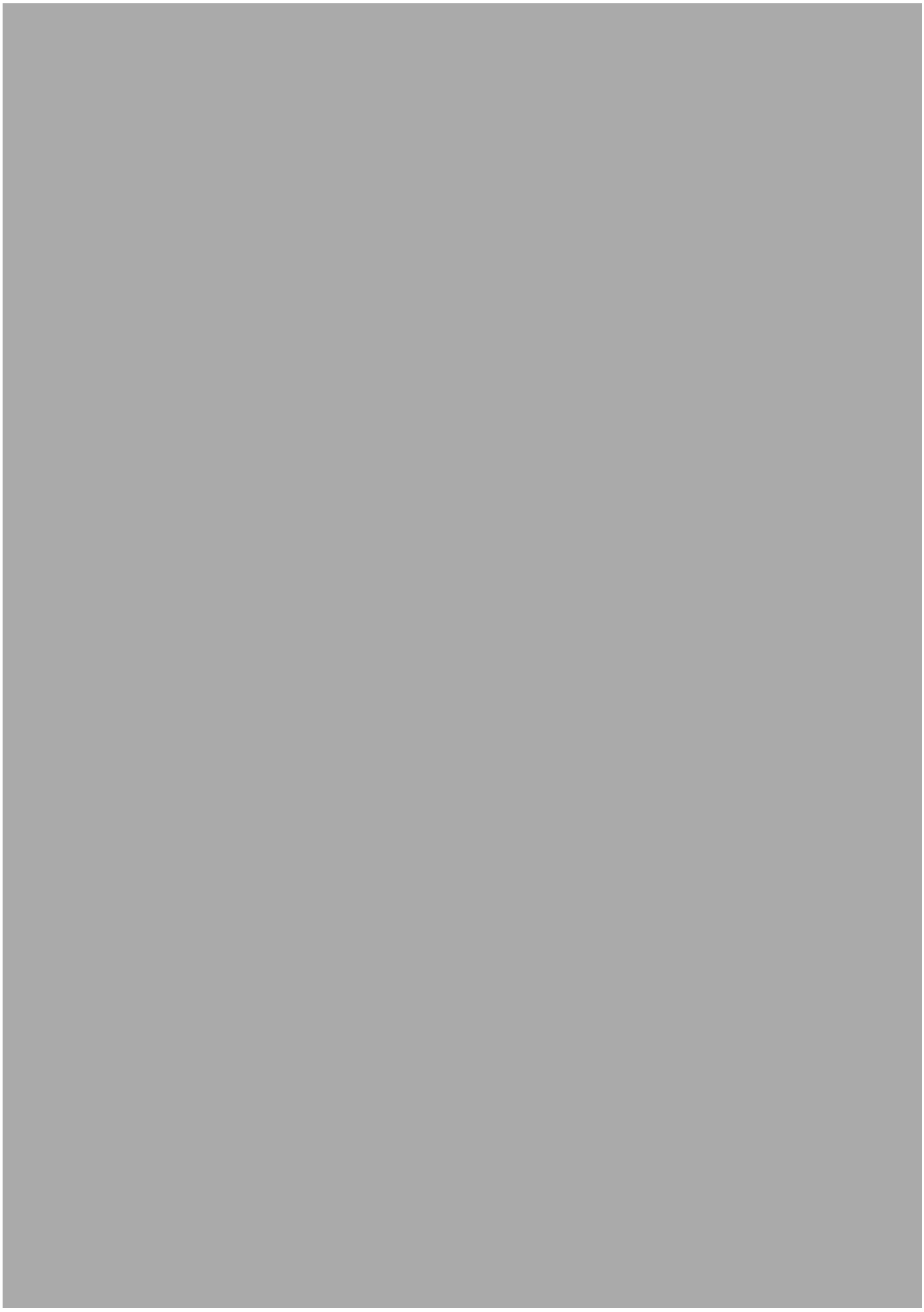


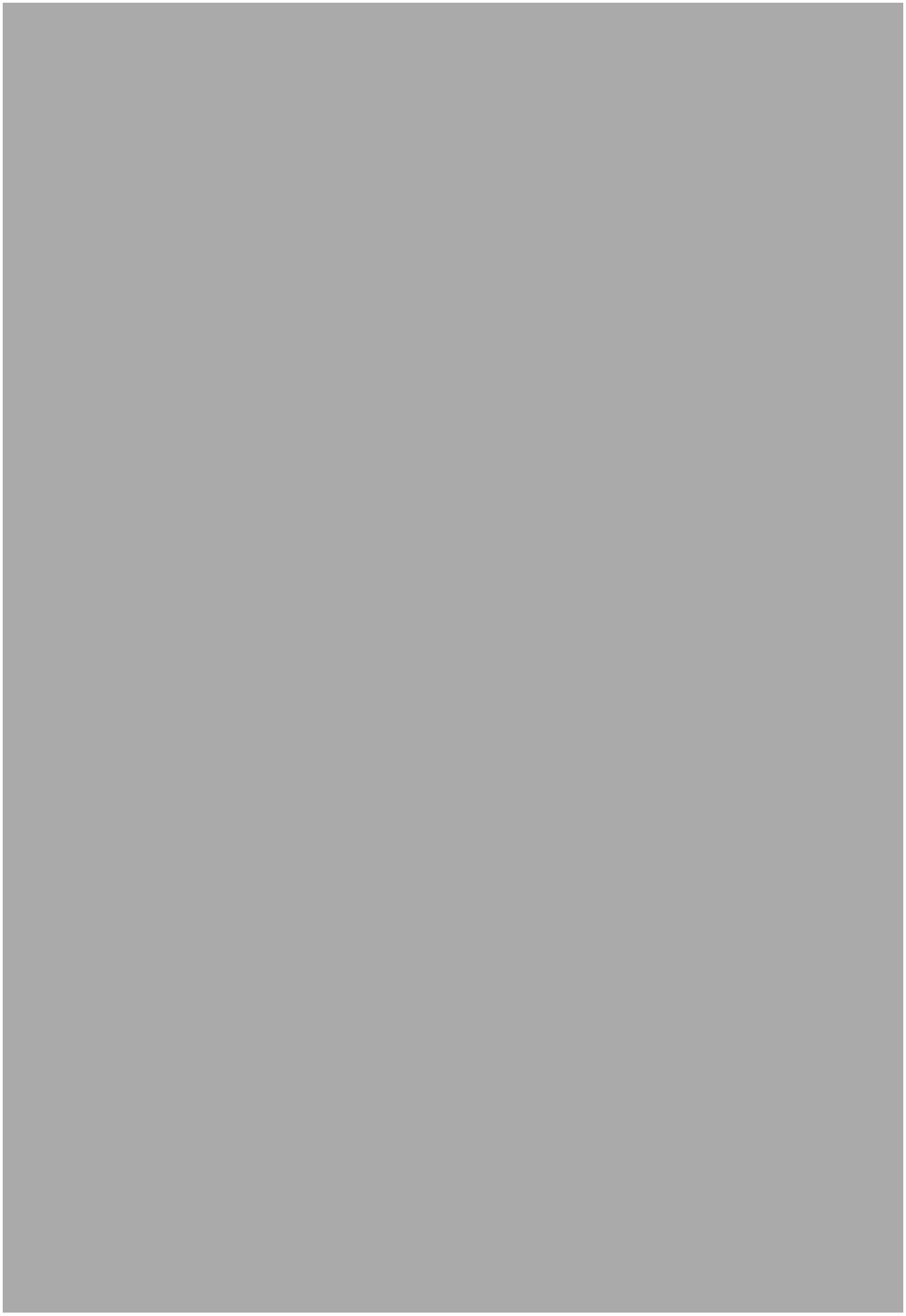


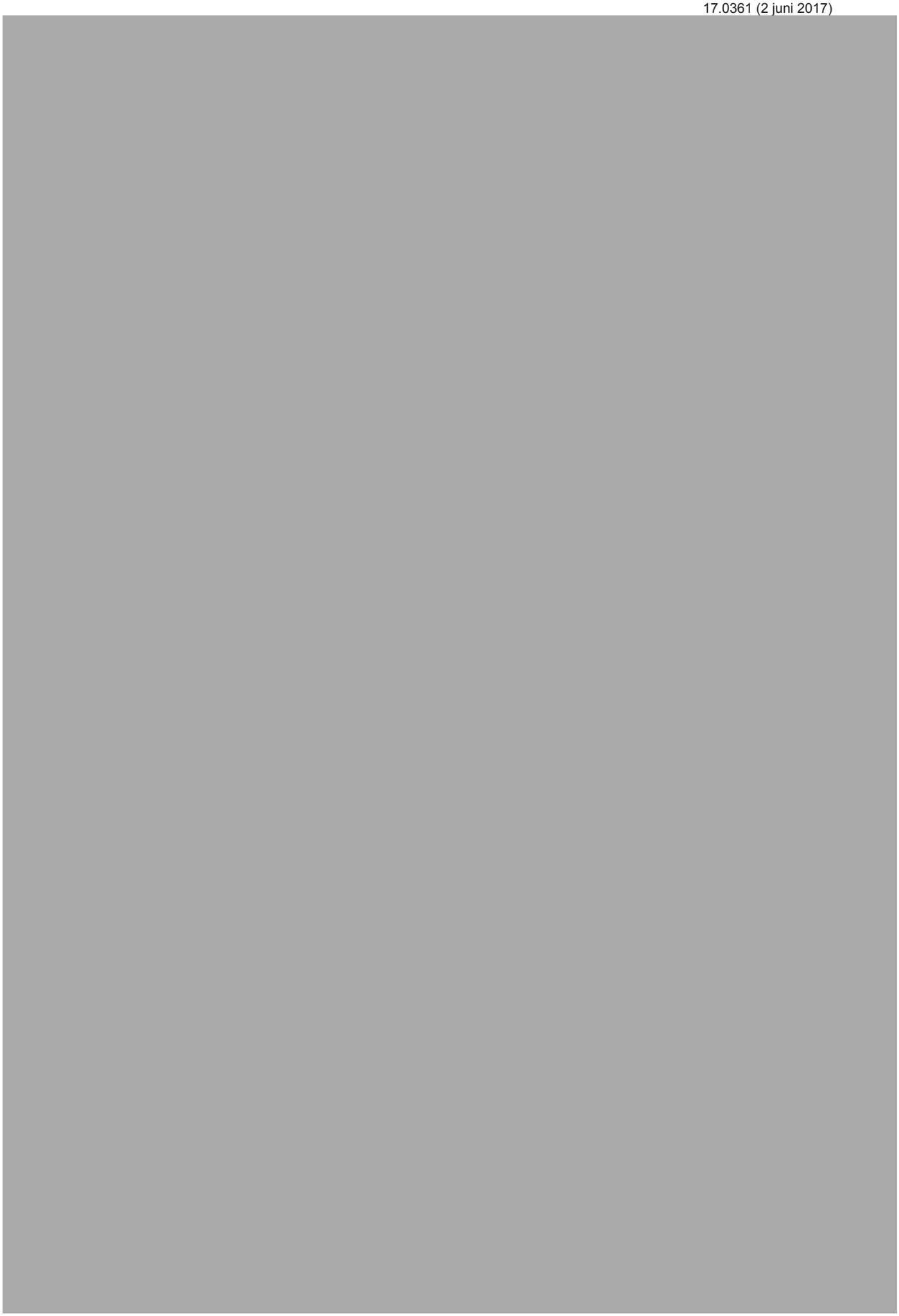


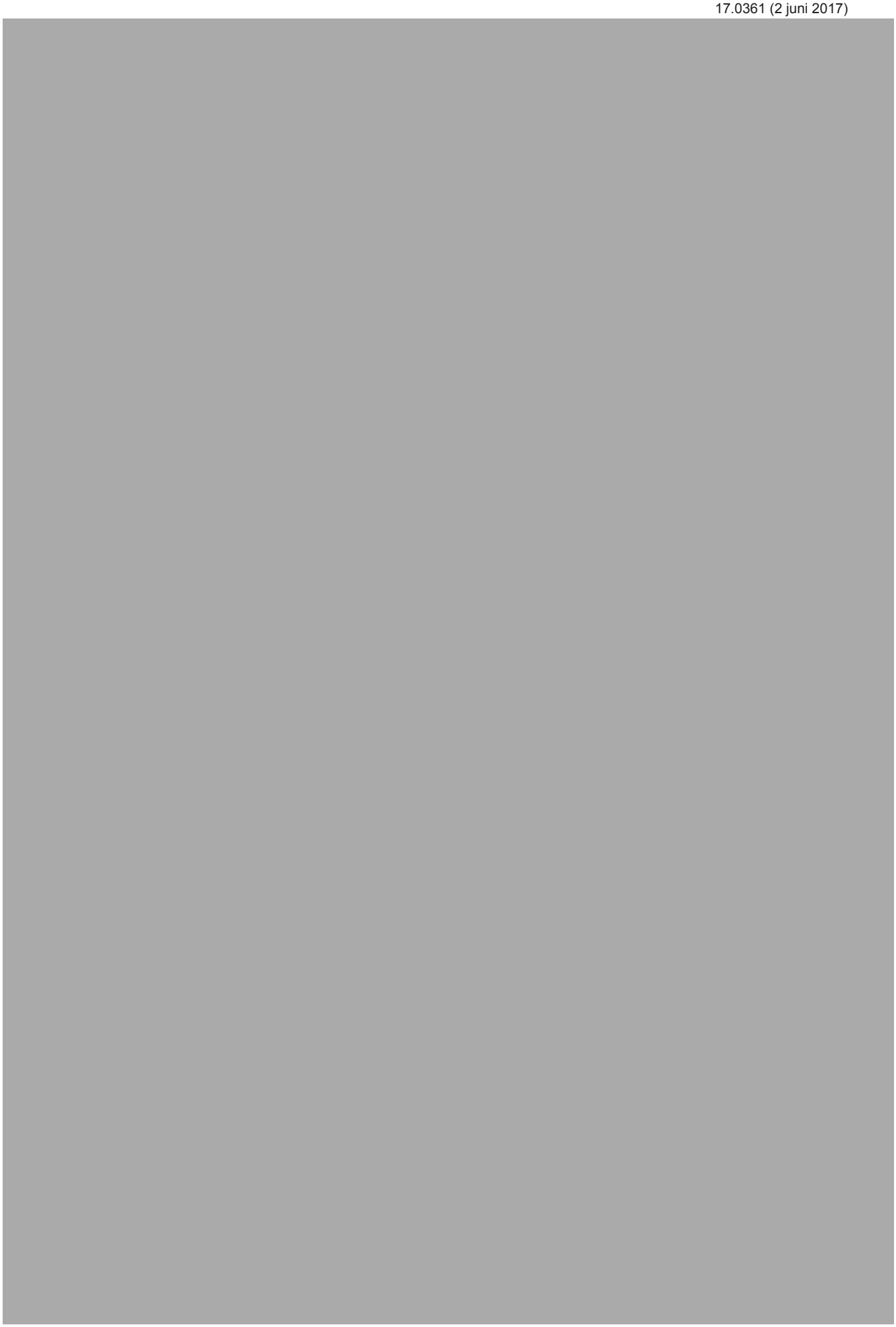


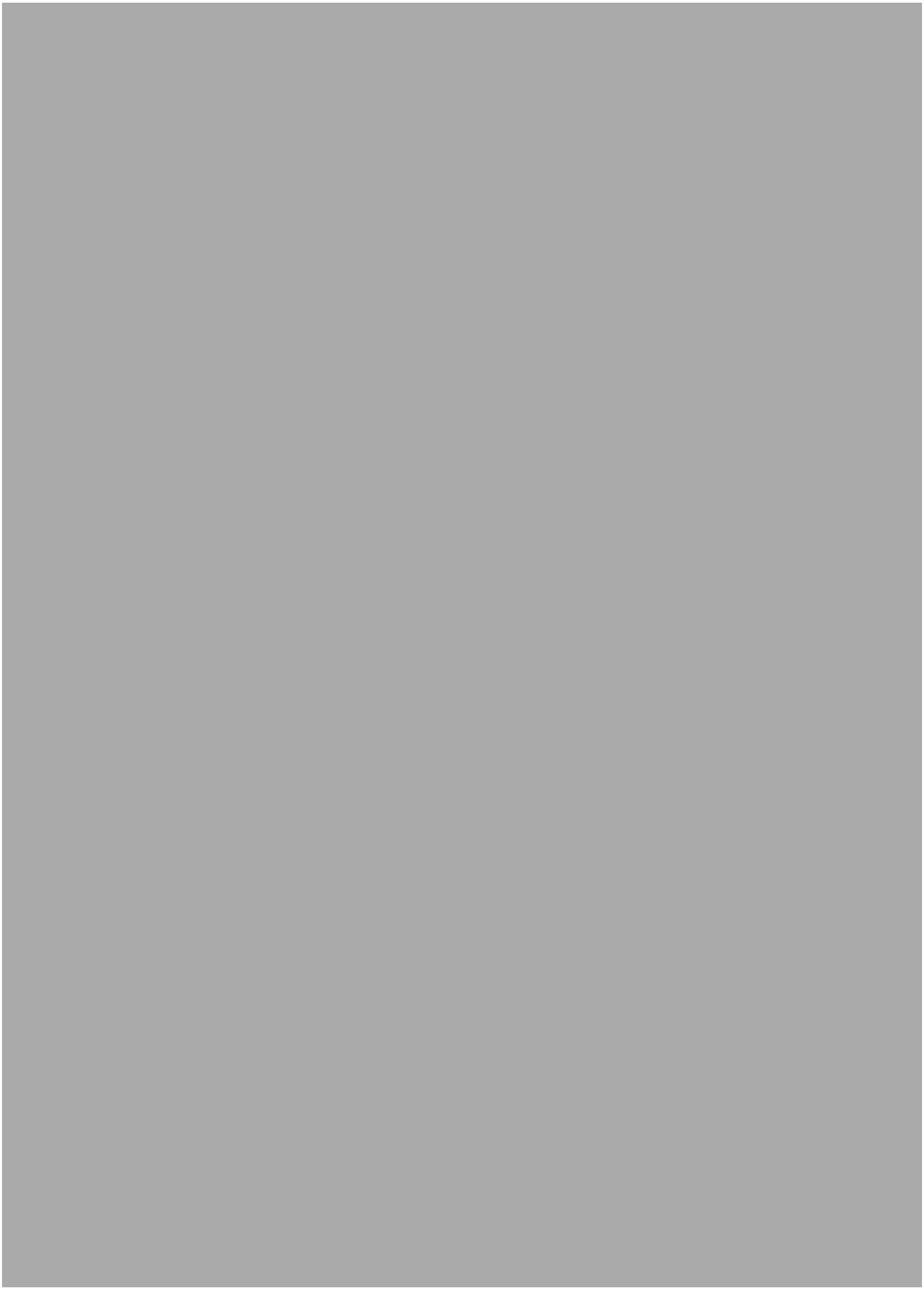


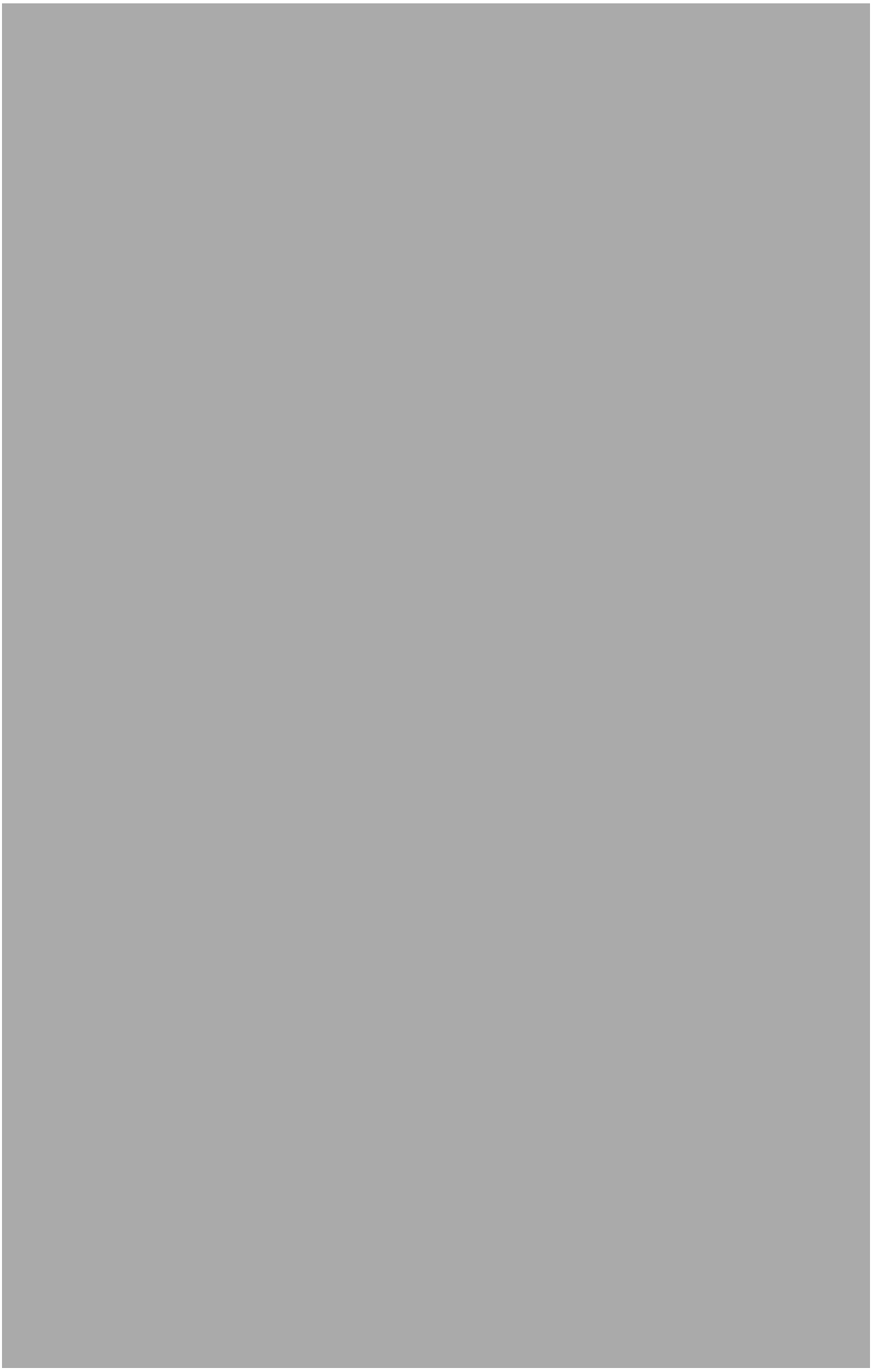


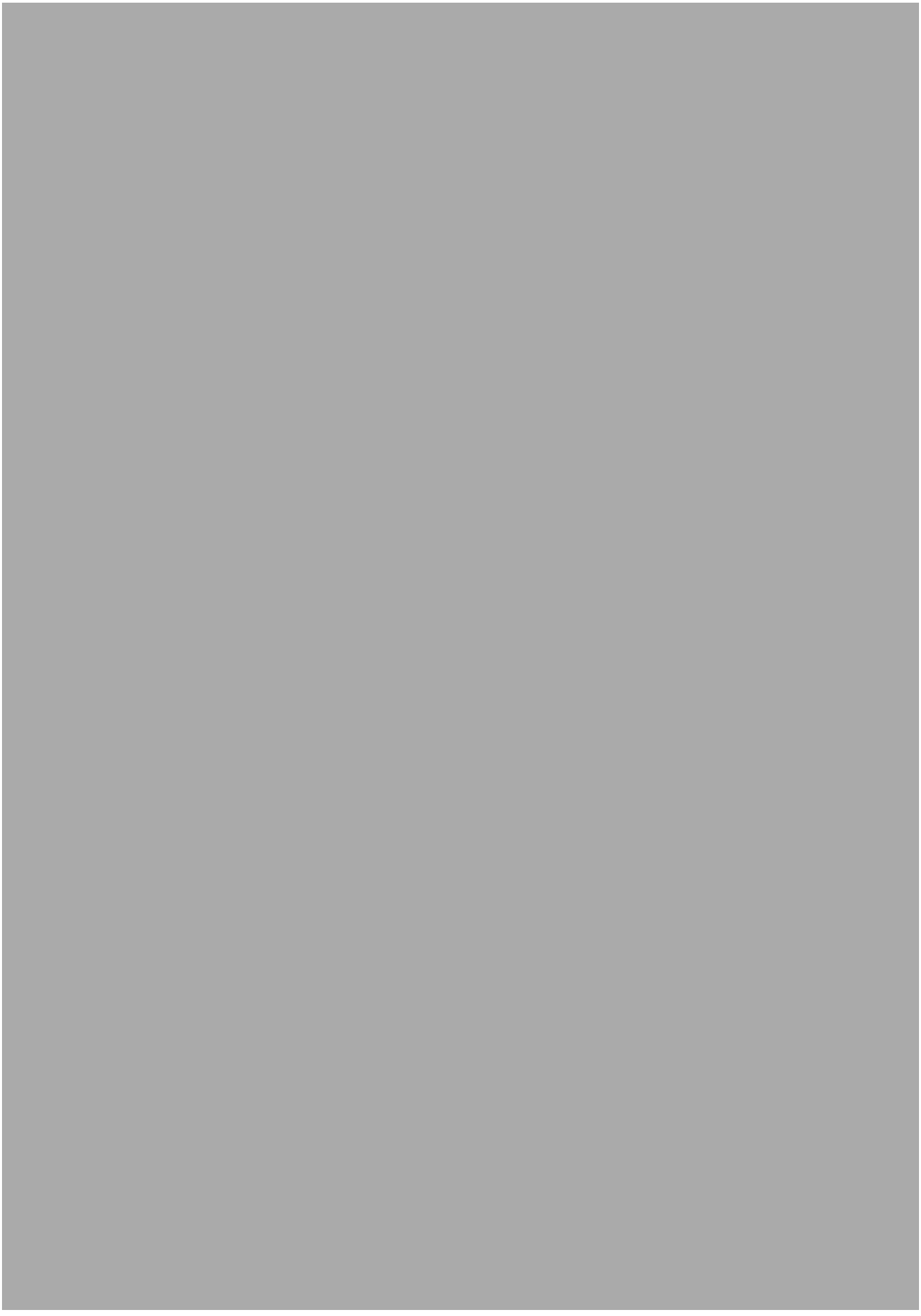


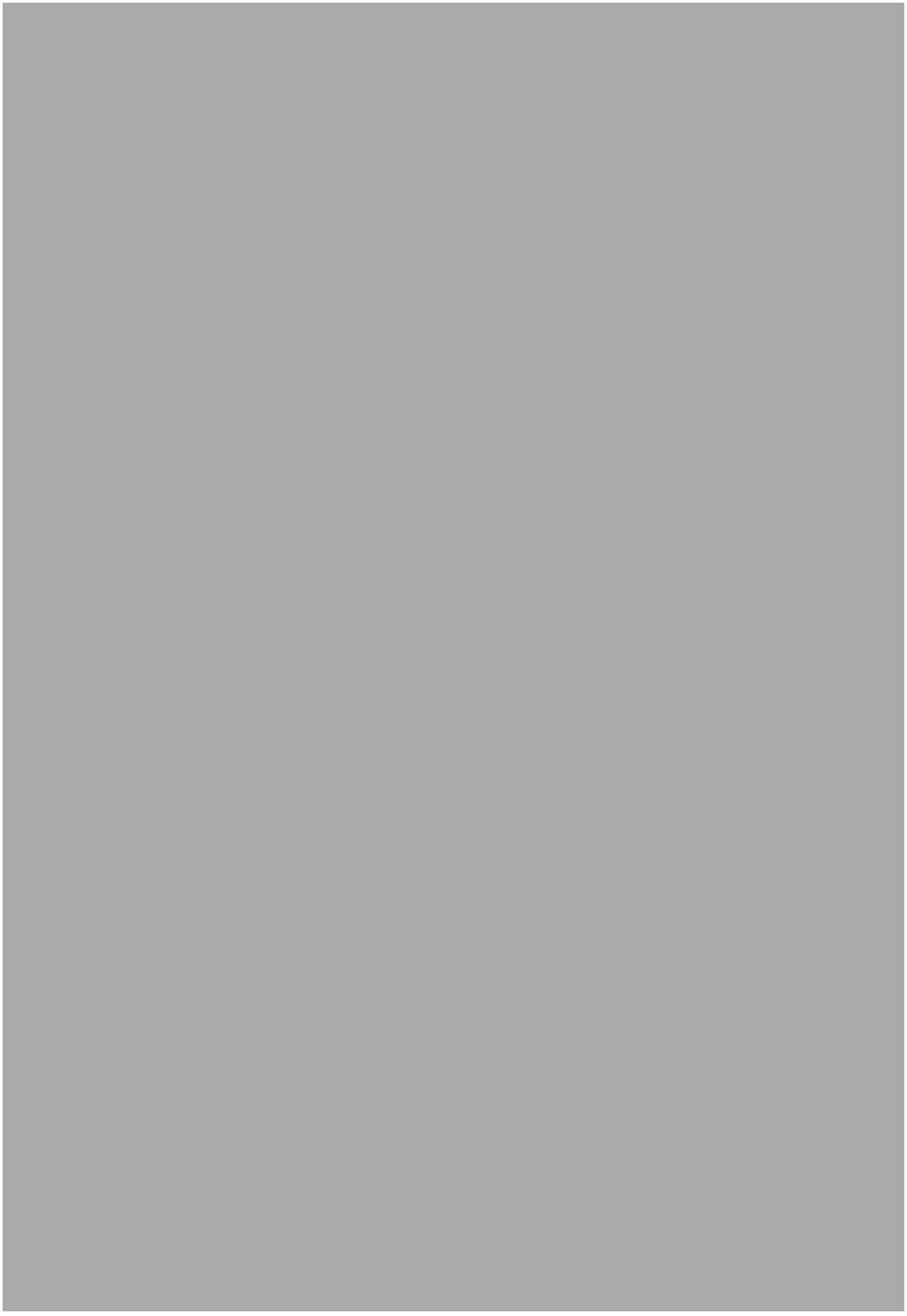


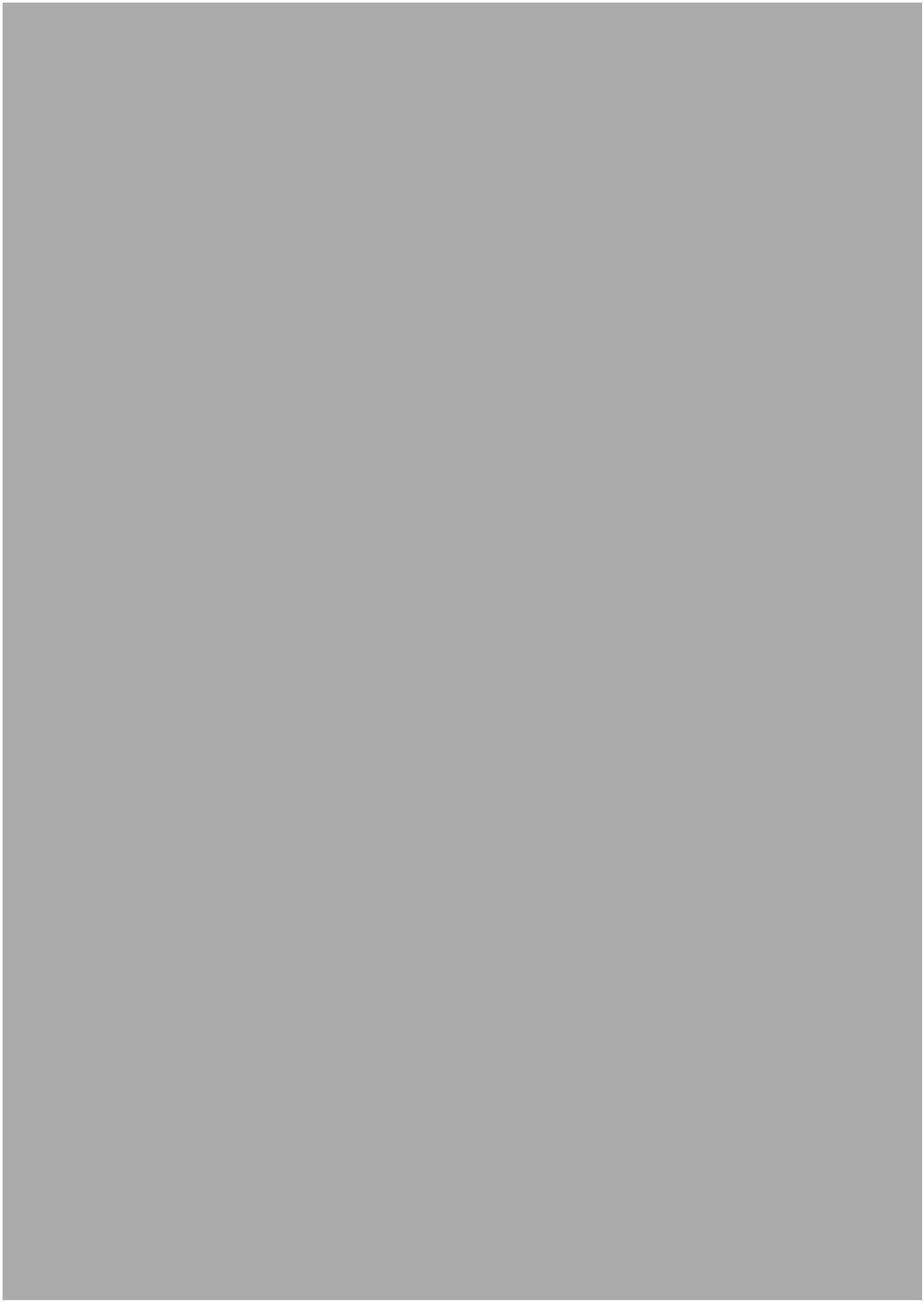


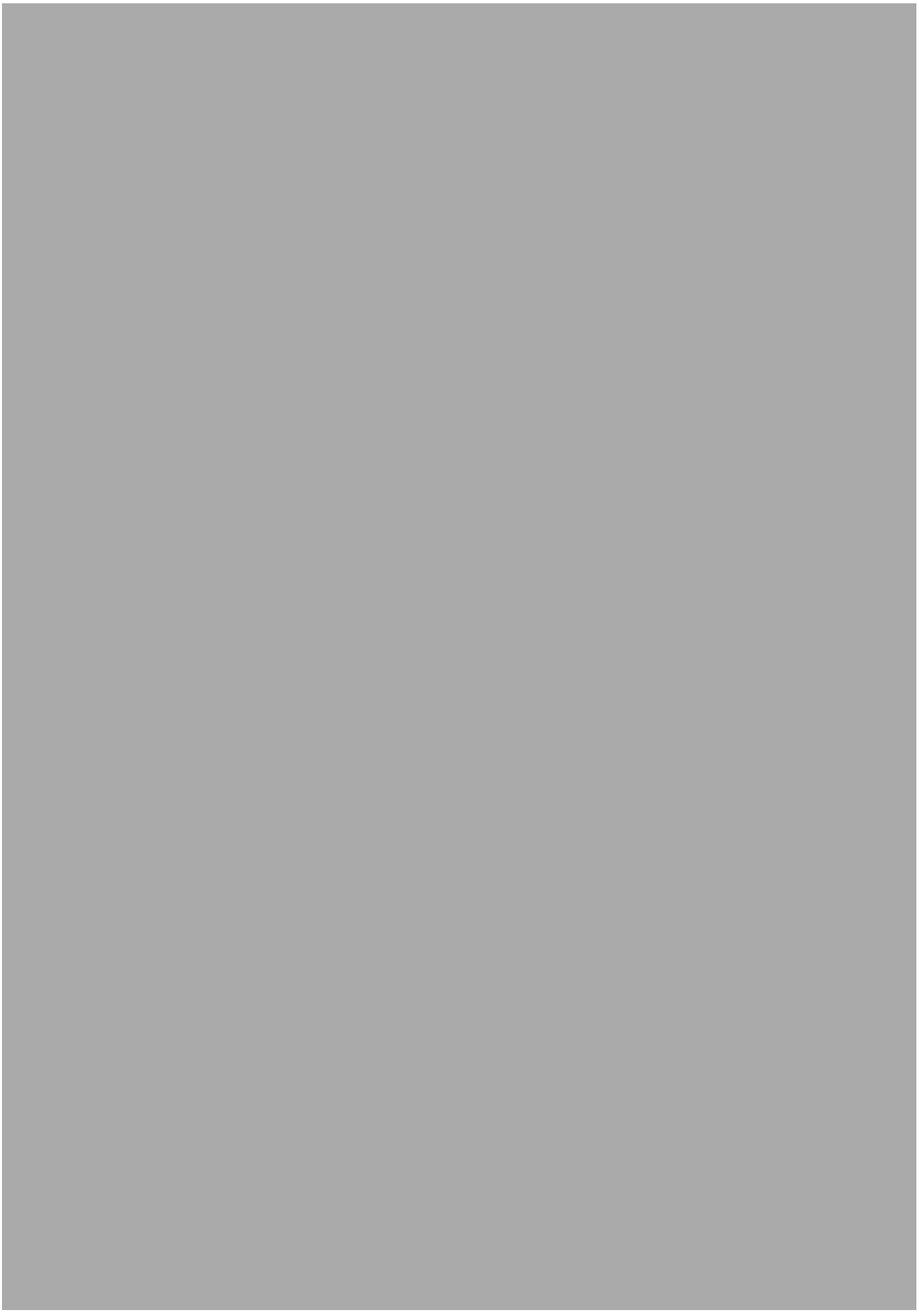


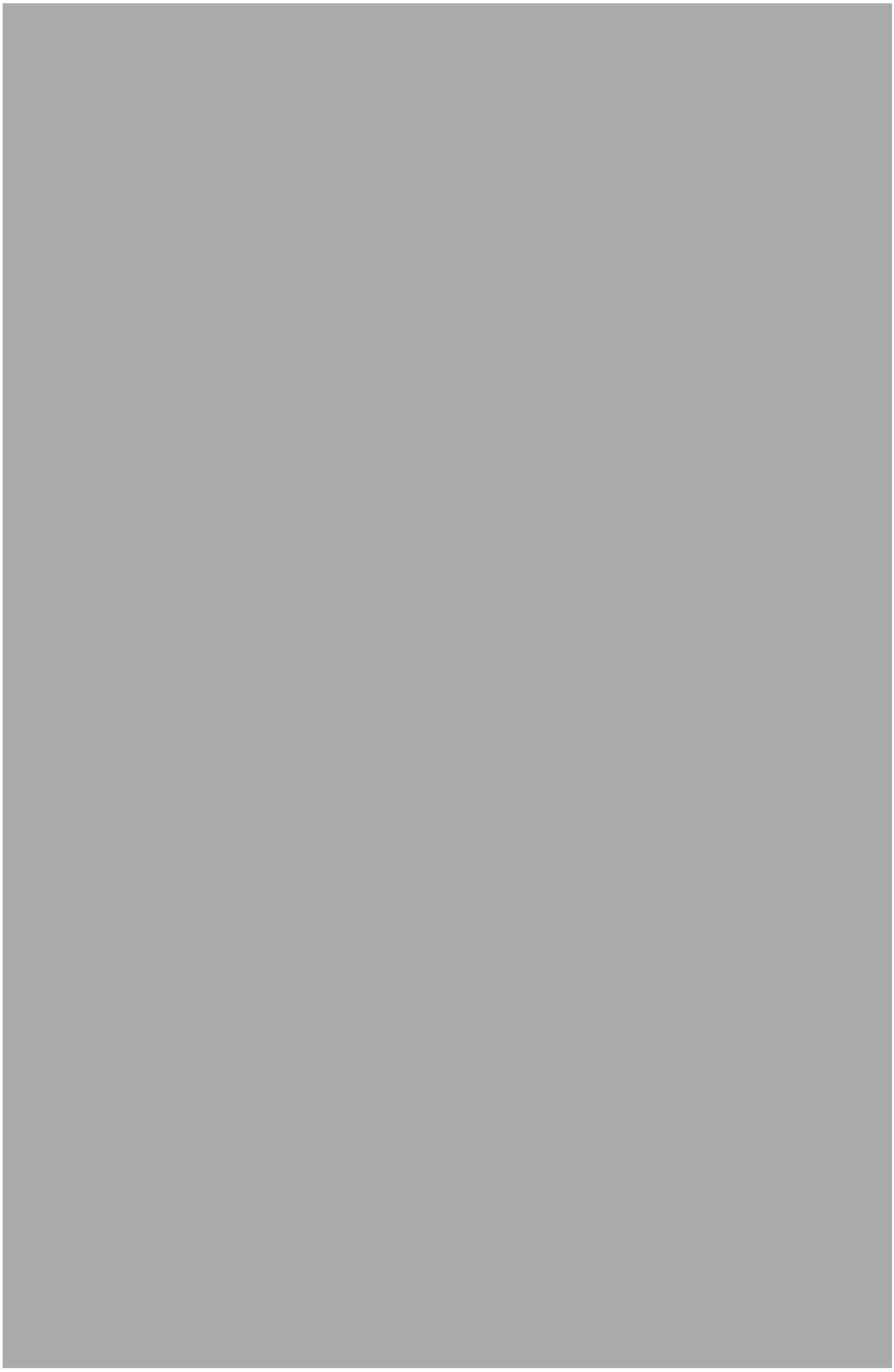


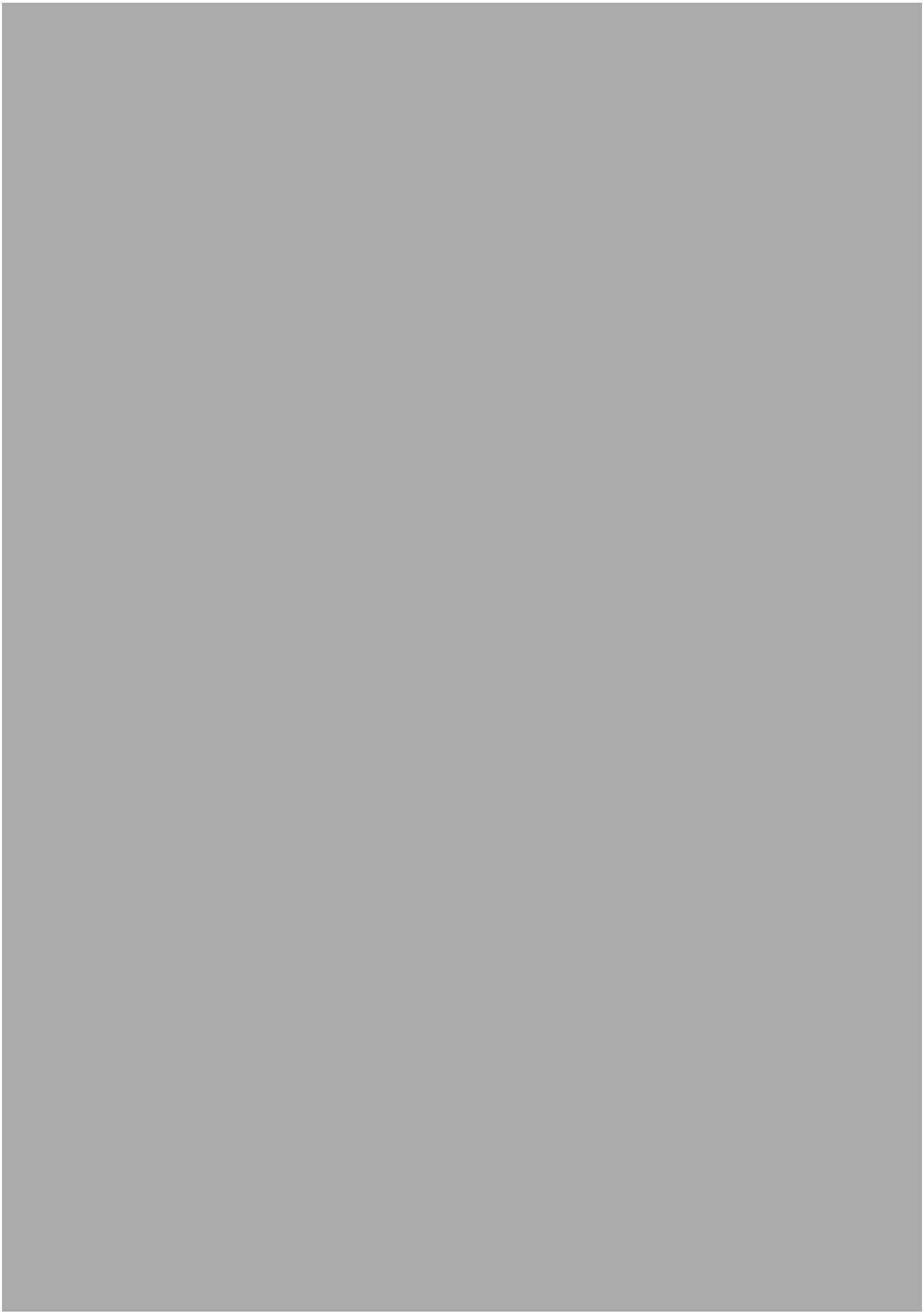


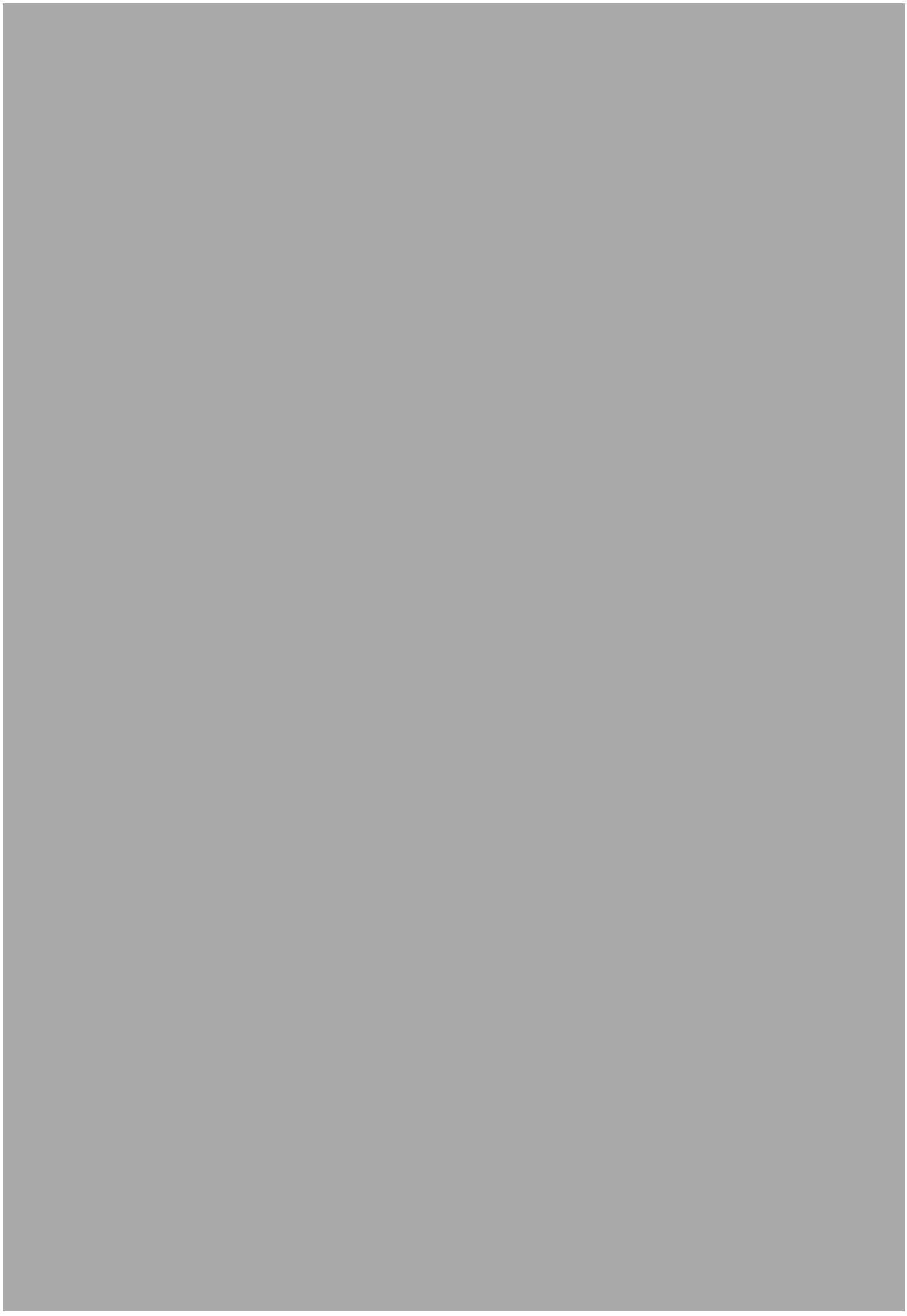


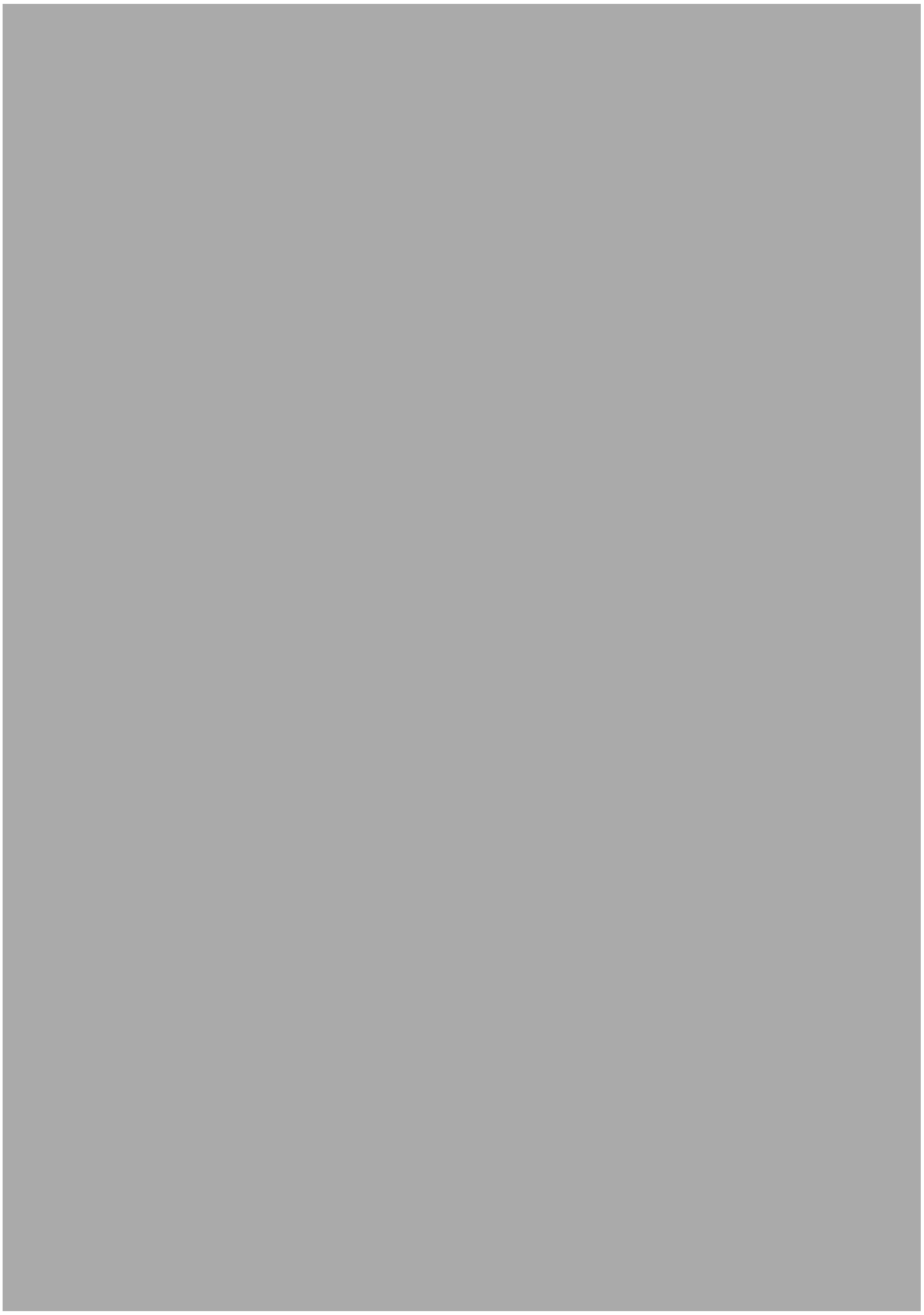


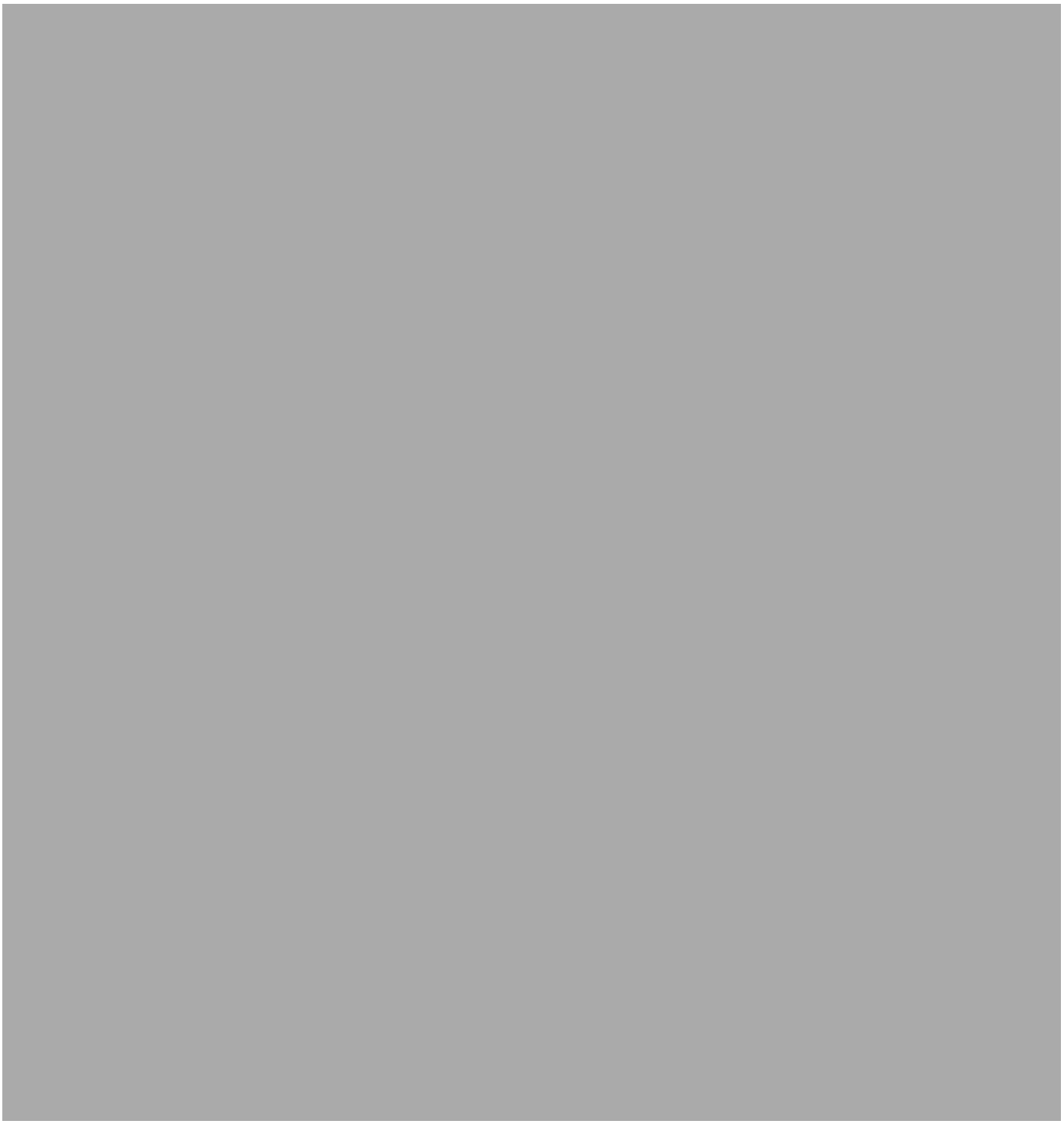


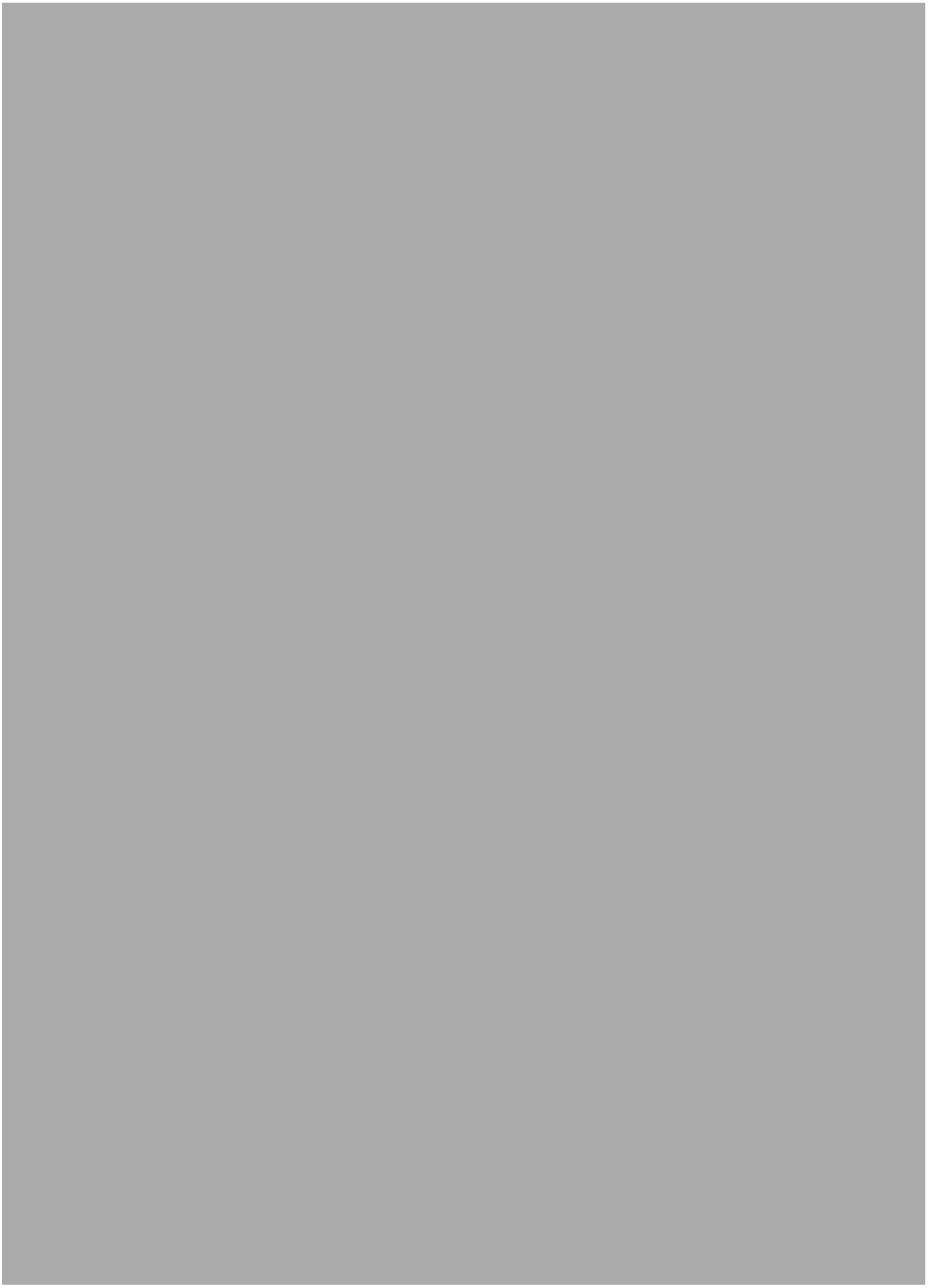


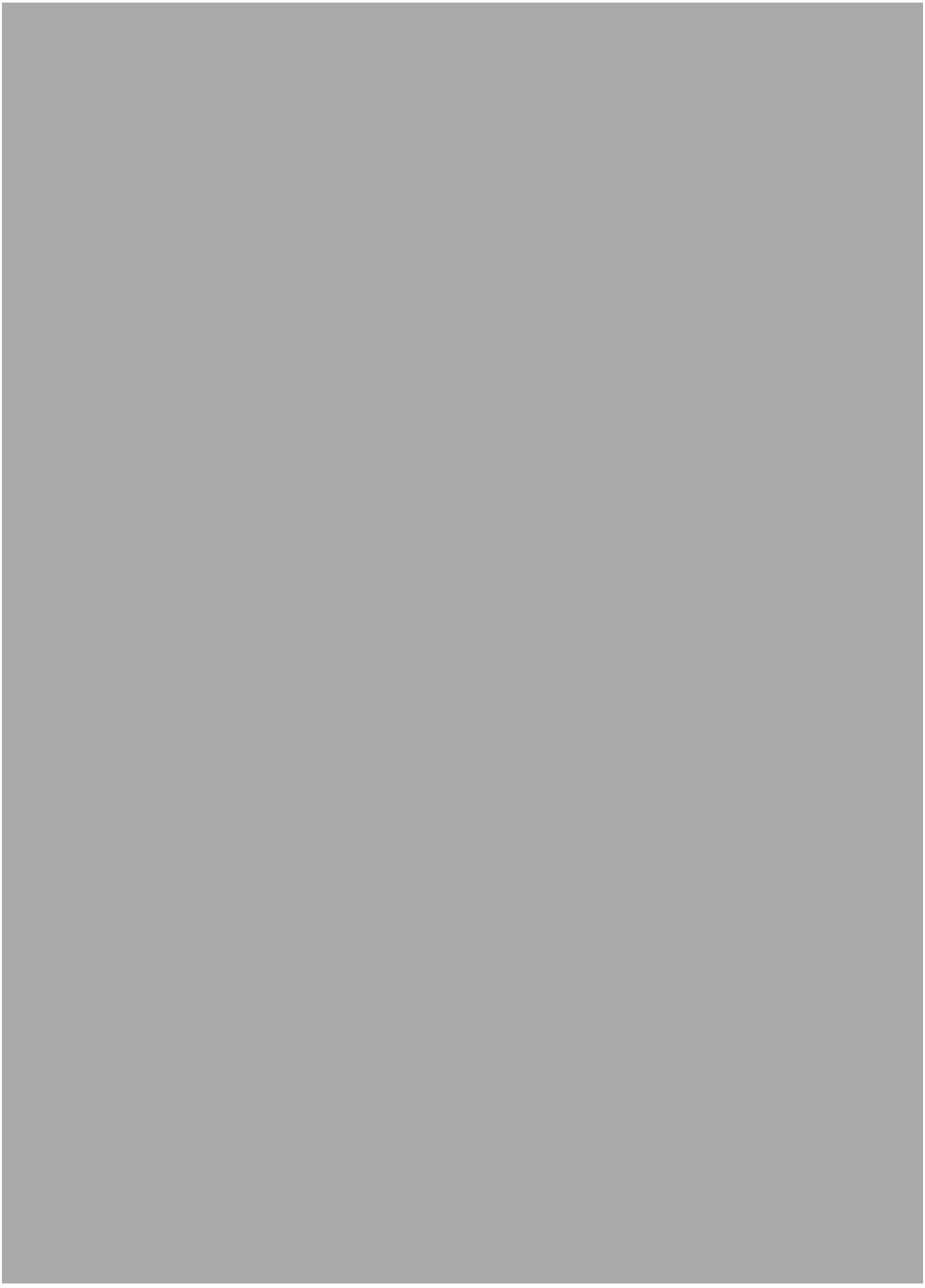


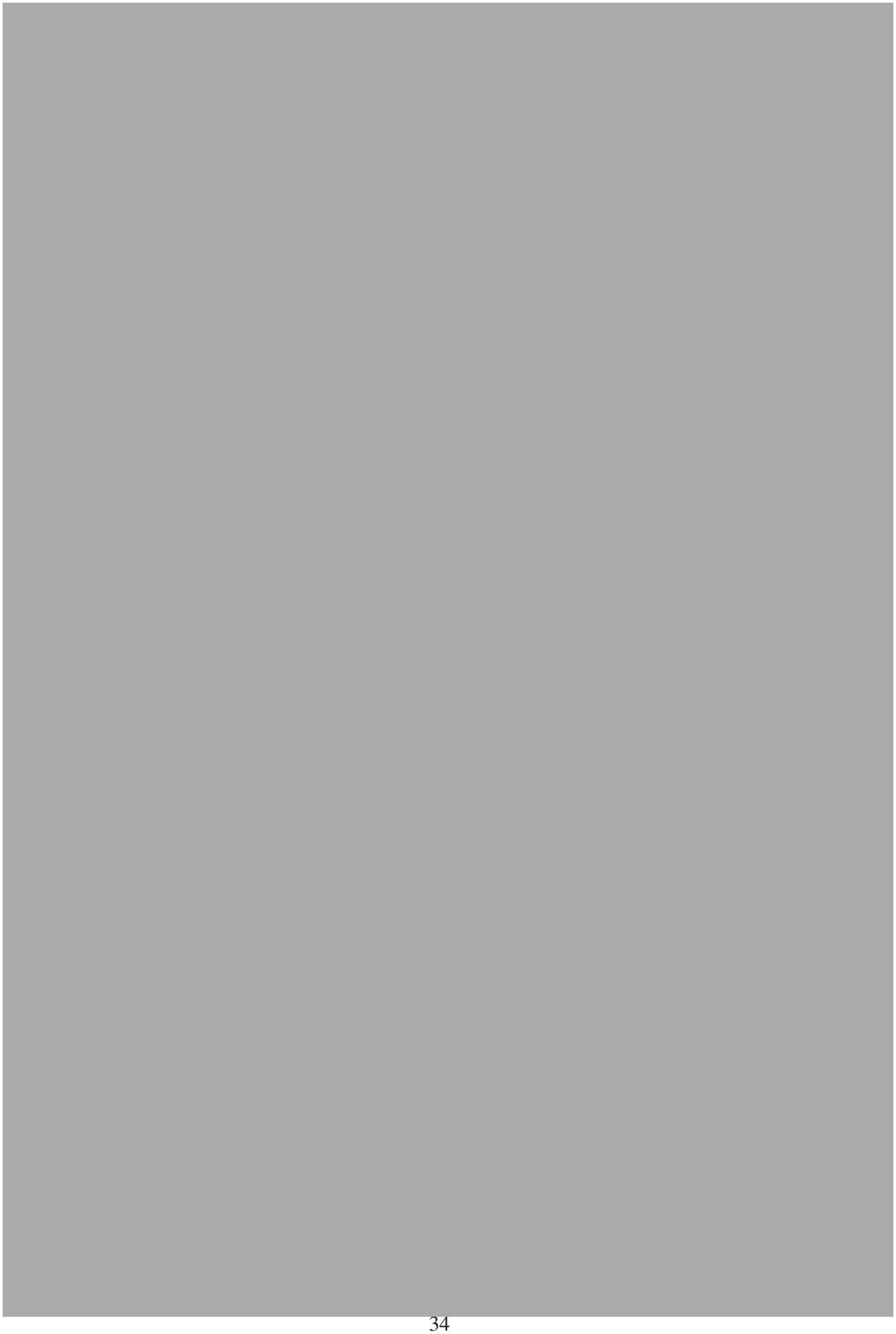


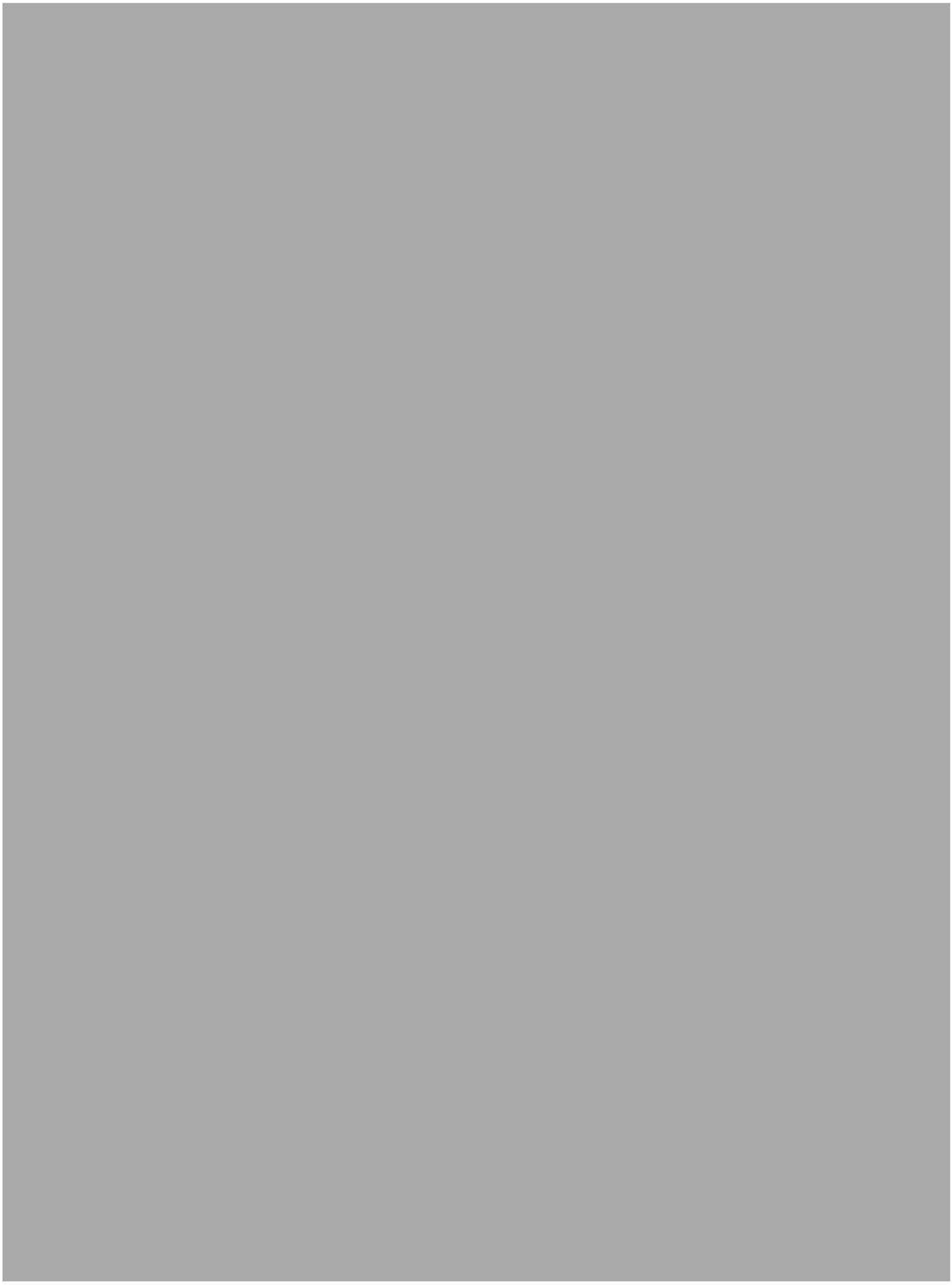


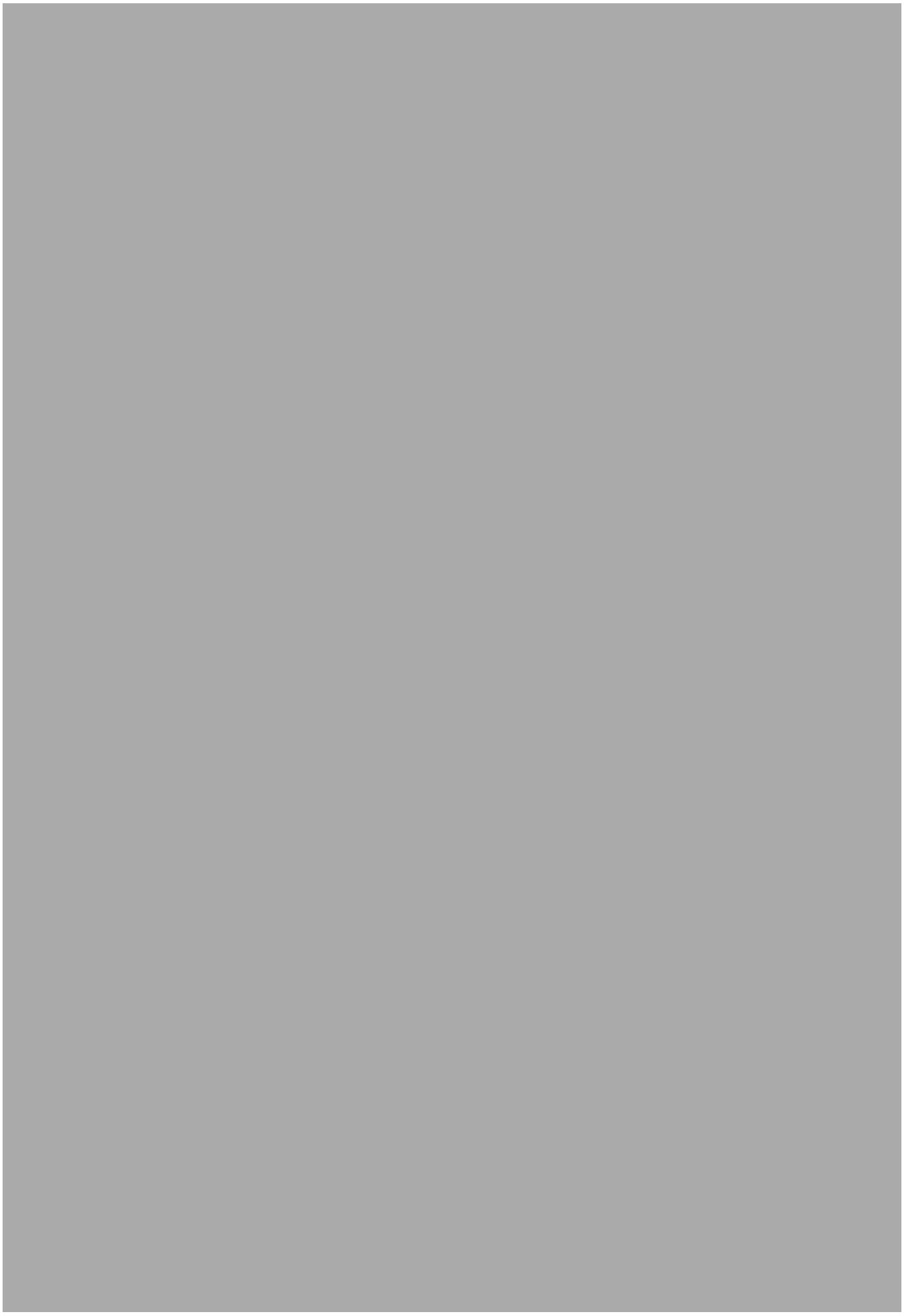


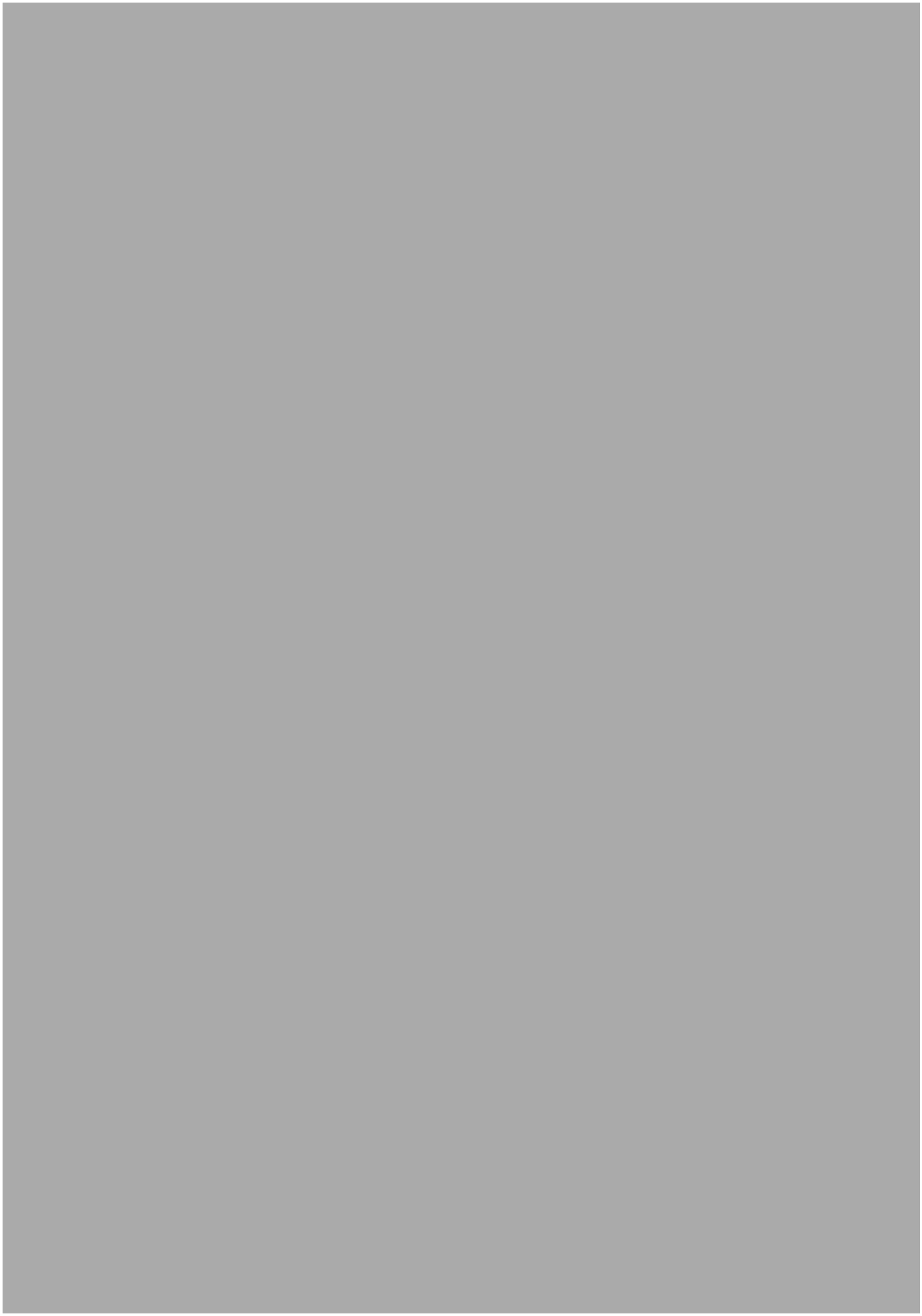














BIJLAGE 7: LEVITECH

CONSORTIUM AGREEMENT JSP3

PARTIES:

(1) **The Netherlands Organisation for Scientific Research (NWO),** having its office in Utrecht, at Van Vollenhovenlaan 659 (3527 JP), the Netherlands, hereinafter referred to as "NWO"; legally represented by , director NWO Science.

(2) **Technische Universiteit Eindhoven,** having its office at Groene Loper 5 (5612 AE) Eindhoven, the Netherlands, hereinafter referred to as "TU/e"; legally represented by , president;

(3) **Technische Universiteit Delft**, having its offices at Stevinweg 1 (2628 CN) Delft, the Netherlands, hereinafter referred to as "TUD"; legally represented by , Rector Magnificus;

(4) **AMOLF,** having its office at Science Park 104 (1098 XG) Amsterdam, the Netherlands, hereinafter referred to as "AMOLF", legally represented by , Institute Manager;

(5) **University of Amsterdam, Institute of Physics,** having its office at Science Park 904 (1098 XH) Amsterdam, the Netherlands, hereinafter referred to as "UvA", legally represented by director Institute of Physics;

(6) **Shell Global Solutions international BV,** having its office at Kessler Park 1 (2288 GS), Rijswijk, the Netherlands, hereinafter referred to as "Shell"; legally represented by , ETC Manager

(7) **Eternal Sun Group,** having its office Wolga 11 (2491 BK), The Hague, the Netherlands, hereinafter referred to as "ESG"; legally represented by , CTO;

(8) **Stichting Energieonderzoek Centrum Nederland (Energy Research Centre of the Netherlands)**, a Dutch foundation whose registered office is at Westerduinweg 3 (1755 LE), Petten, the Netherlands, hereinafter referred to as "ECN"; legally represented by COO Executive Board;

(9) **Exasun B.V.,** having its office at Laan van Ypenburg 122 (2497 GC) The Hague, the Netherlands, hereinafter referred to as "Exasun" legally represented by , CEO.

(10) **Levitech B.V.** having its office at Versterkerstraat 10, 1322AP Almere, the Netherlands, hereinafter referred to as "Levitech"; legally represented by , CEO;

(11) **Tempress Systems B.V.**, having its office at Radeweg 31 (8171 MD) Vaassen, the Netherlands, hereinafter referred to as "Tempress"; legally represented by , General Manager.

Shell, ESG, ECN, Exasun, Levitech and Tempress together hereinafter referred to as the "Private Partners".

TU/e, TUD, AMOLF, UvA, together hereinafter referred to as the "Knowledge Institutes".

Knowledge Institutes and Private Partners together referred to as "Programme Partners" or "Partners".

Parties 1 through 11 are collectively referred to as "Parties" or individually as "Party".

WHEREAS:

The Programme Partners are interested in a research study on the subject of 'Towards high-efficiency hybrid tandem solar cells', as further detailed in the Programme Proposal as included in Appendix A (“the Programme”);

The Programme shall be executed in separate Projects performed by universities that have been selected for funding;

The Parties wish to set forth in this Agreement the specific terms and conditions for the execution of the Programme;

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The words and phrases below shall have the following meanings:

Affiliated Entity	means any legal entity that is under the direct or indirect control of a Programme Partner, or under the same direct or indirect control as the Programme Partner, control taking any of the following forms: a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; b) the direct or indirect holding, in fact or in law, of decision-making; In relation to Shell Affiliate shall mean (i) Royal Dutch Shell plc (“RDS”) and any company or other legal entity other than Shell, which, at the time in question, is directly or indirectly controlled by RDS; and (ii) any company or other legal entity which, at the time in question, is being managed or operated by Shell Global Solutions International B.V., or a company as defined in (i) above; or to which Shell Global Solutions International B.V., or a company defined in (i) above, is providing services under a construction, operating or technical services agreement on a cost sharing basis.
Agreement	this consortium agreement and all its Appendices;
Appendix	appendix to this Agreement;
Background	means all IPR, information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored), which are not publicly available when disclosed under this Agreement and that is not generated or conceived within this Research provided by a Party to another Party within the Research, with the exception of the Results. Each Party has identified in an exhaustive manner in Appendix C the Background that is contributed to this Programme for the purpose of carrying out the research.
Commercial Use	Commercial exploitation of the Results aimed at generating income, such as by the sale of products or services incorporating

	the Results. For the avoidance of doubt, Commercial Use does not include performing research using the Results.
Confidential Information	means all information, in whatever form or mode of transmission, which is disclosed by one of the Parties (the “Disclosing Party”) to any other Party (the ”Receiving Party”) for the purpose of executing the research after signing the Agreement (i) in case of information disclosed in documentary or other tangible form, by labelling same as “confidential”, or (ii) when disclosed in intangible form, such as orally or visually, by confirming the same in writing as “confidential” within fourteen (14) calendar days from disclosure;
Contributions	the in kind or in cash contributions of the Programme Partners as set out in the itemised budget contained in Appendix D;
Dissemination	means the disclosure of Foreground by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of Foreground in any medium;
Effective Date	The signing date by NWO, being the last Party to sign the Agreement
Fair and Reasonable Conditions	means terms and conditions resulting from negotiations between Partners, taking into account the specific circumstances, for example the actual or potential value of the relevant Foreground or Background and/or the scope, duration or other characteristics of the use envisaged;
Financial Contribution	monetary (in-cash) contribution by each Private Partner to NWO as set forth in Appendix D to this Agreement, in order to co-fund the Project
Foreground	means the Results, including information and know-how, whether or not they can be protected, which are generated in a Project. Such Results include rights related to copyright, design rights, patent rights, or similar forms of protection;
Grant	Grant to the Programme including the Financial Contribution, as approved by the Board of NWO Science, set forth in Appendix B to this Agreement.
In-kind Contribution	Any contribution other than a Financial Contribution, including, but not limited to contributions in the form of man hours, materials and (use of) equipment, as set forth in Appendix D to this Agreement. Rules for participation with an In-Kind Contribution are set forth in Appendix E to this Agreement.
IPR	means intellectual property rights, including industrial property rights, know-how, copyrights, neighboring rights and any similar right recognized from time to time in jurisdiction, together with all rights of action in relation to the infringement of any of the above.
Official	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone

	acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
Option	the right to acquire an exclusive or non-exclusive right to use and exploit the Results or acquire ownership, generated in a Project or the Programme to which a Partner contributes in a Field.
Progress Report	means a report on the progress of the Programme. Progress Reports include progress in terms of costs and man-hours for each Programme Partner;
Project	a part of the Research that is described in the Programme Proposal:
Programme Proposal	the document identifying the budget, organisation, objectives, milestones, time schedule and methodology of the Programme in Appendix A;
Programme Committee	the representatives nominated by each of the Partners, pursuant to Article 4 of this Agreement, in order to supervise the carrying out of the Programme;
Programme Leader	the leader of the Research as described in the Programme Proposal;
Project Leader	the researcher who supervises a Project as described in the Programme Proposal;
Public Information	means all information, in whatever form or mode of transmission, which is not marked as Confidential Information;
Research	the research Programme under this Agreement which is collectively funded by the Partners, described in more detail in the Programme Proposal;
Results	shall mean all inventions, information, materials, methods, processes, products, programs, software, findings and discoveries that is generated or conceived in a Project, and IPR thereto.
Software	means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression;
Steering Committee	final decision-making body with delegates from NWO and all in-cash funding Private Partners;
Third Party or Third Parties	means a company (companies), institute (institutes) or (non-governmental) organization (organizations) that is (are) not an Affiliated Entity nor a Party;

Use Outside The Project	means the direct or indirect utilization in activities other than implementation of this Programme.

2. PURPOSE AND SCOPE

2.1. The Research shall be undertaken by the Partners in accordance with the Programme Proposal, this Agreement and the terms of the Grant.

2.2. In case of any inconsistency between the terms and conditions of the aforementioned documents, the order of precedence in case of conflict or for the sake of interpretation shall be as follows:

1. the terms of the Grant;
2. this Agreement
3. the appendices to this Agreement.

3. PROGRAMME PROPOSAL AND RESPONSIBILITIES OF THE PARTNERS

3.1. The purpose and scope of the Programme as well as the cooperation and division of the work of the Programme between the Programme Partners including the precise value and share of each of the Programme Partners in the Programme and the deliverables and time schedule, is outlined in detail in the Programme Proposal.

3.2. General principles

3.2.1. Each Programme Partner undertakes to use reasonable efforts to take part in the efficient implementation of Programme and to cooperate, perform and fulfil, promptly and in time, all of its obligations under this Agreement as may be reasonably required. Furthermore, each Programme Partner agrees to carry out its part of the work as described in the Programme Proposal with professional care and diligence and to produce such deliverables as agreed in the Agreement.

3.2.2. Each Programme Partner undertakes to notify promptly any significant information, fact, problem or delay of which that Programme Partner becomes aware and which is likely to affect the Programme.

3.2.3. Each Programme Partner undertakes to use reasonable efforts to enable the Programme Leader and the Programme Committee to carry out its tasks. Each Programme Partner shall promptly provide all information reasonably required by the Programme Leader or the Programme Committee to carry out its tasks.

3.3. Breach

3.3.1. In the event the Steering Committee or a Programme Partner identifies a breach by a Programme Partner of its obligations under this Agreement, the Steering Committee will give written notice to such Programme Partner requiring that such breach be remedied within a reasonable period.

3.3.2. Upon prior approval of the Steering Committee the Programme Partner may for its own account request a Third Party to remedy the breach, which approval will not unreasonably be withheld or delayed. The Steering Committee may attach specific conditions to the approval.

3.3.3. If a breach is substantial and is not remedied in time or is not capable of remedy, the Steering Committee may decide to declare the Programme Partner a "Defaulting Programme Partner" and to decide on the consequences thereof which may include termination of its participation by written notice to the Defaulting Programme Partner without any legal proceedings. Such consequences will include proposals and actions aimed at minimizing the effects of the breach and repayment of payments received by the Defaulting Programme Partner. Such consequences may not include punitive measures of any kind.

3.3.4. For the avoidance of doubt, each Programme Partner also has the right to claim for specific performance of any obligation of any Defaulting Programme Partner resulting from this Agreement, allowing the Defaulting Programme Partner a reasonable period to remedy the breach and provided that the Programme Partner claiming specific performance was reasonably affected by the breach. In case the breach is not remedied in time, the claiming Programme Partner may cure or have cured the breach for the account of the Defaulting Programme Partner.

4. PROGRAMME MANAGEMENT

4.1. On behalf of NWO, [redacted] will act as the contact person. He will be the first point of contact for the Steering Committee, Programme Committee and the Project Leaders involved. He will act as secretary in both the Programme Committee and the Steering Committee.

4.2. The Programme Committee shall be responsible for monitoring and evaluating the progress of the various aspects within the Research (scientific, knowledge transfer, IP issues, budget and staffing). The Programme Committee shall submit proposals for major substantive and financial changes to the Steering Committee. The Programme Committee shall consist of the Programme Leader, Project Leaders, one representative from each Private Partner, and the secretary.

4.3. The Programme Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Programme Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Programme Committee, the respective decision will be taken by a majority of votes. The secretary shall have an advisory role in the meetings of the Programme Committee and has no voting right. Should the voting lead to a tie of votes (50-50%), then the decision will be made by the Steering Committee following the procedure described in Article 4.5.

4.4. The Programme Committee will meet on a regular basis. Minutes of the meetings of the Programme Committee shall be drafted by the secretary and transmitted to the Partners without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Partners if, within 14 days from receipt, no Programme Partner has objected in writing to the Programme Leader. The Programme Leader will collect progress reports from the Partners as required under this Agreement and the terms of the Grant.

4.5. The Steering Committee is responsible for overall vision and mission of the programme, for making available the committed cash contributions, and for approving adaptations (if any) to the Programme and/or Programme financing. The Programme Committee will make a proposal for any adaptations required to the Steering Committee. The Programme Leader will have a strong advisory role in the Steering Committee, but will have no vote. The Steering Committee shall only meet if one or more of the Partners see(s) reason for it to do so. Meetings may be held in person or by any communication means. In-cash contributing Partners are represented in the Steering Committee by one (L) representative. At the start of the Research, the Steering Committee shall consist of the following members:

[redacted], Shell, member;
[redacted], NWO head Strategic Partnerships, member;
[redacted], Programme Leader, guest (no vote);
[redacted], NWO programme coordinator, secretary (no vote).

4.6. The Steering Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Steering Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Steering Committee, the issue shall be submitted to the higher tier directors of the Partners. If they are unable to resolve the matter to the general satisfaction of the Partners, Article 17 shall apply.

4.7. The Programme Leader reports to NWO.

4.8. The Programme Leader will:

a) be the primary contact for NWO;
b) be responsible for the day-to-day management of the Programme;
c) chair the meetings of the Programme Committee;
d) will arrange for the (financial) administration of the Programme as required under terms of the Grant;
e) be responsible for implementing decisions taken by the Programme Committee or Steering Committee; and
f) monitor the progress of the Programme with respect to milestones and deliverables as described in the Programme Proposal.

4.9. In case the Programme Leader or one of the other Partners in the Project is assigned to receive subsidy payments and to pass payments to the other Partners, the Programme Partner receiving the subsidy payment will forward the payments to the other Partners within twenty one (21) calendar days after receipt of a subsidy payment from the granting authority. Each Programme Partner will provide in writing its bank account information.

4.10. A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision may exercise a veto with respect to the corresponding decision or relevant part of the decision.

5. DURATION

5.1. This Agreement shall be effective as of the Effective Date.

5.2. This Agreement shall remain in full force until the date of termination or the date of conclusion of the Programme ("the Term") through a Grant closure decision, i.e. until the final settlement of the grant by NWO or terminated earlier in accordance with the provisions of Article 17. The provisions relating to definitions & interpretation, IPR and Confidential Information, for the time period mentioned therein, as well as those relating to liability, applicable law and settlement of disputes shall survive the expiration or termination of this Agreement.

6. LIABILITY and WARRANTIES

6.1. Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the Agreement, will be determined in accordance with applicable law.

6.2. No Party shall be liable to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act. For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Appendix A provided such damage was not caused by a wilful act or gross negligence.

7. ADDITION OF NEW PARTNERS

7.1. New Partners may join this Agreement as Programme Partner with the unanimous agreement of all Partners.

7.2. New Partners shall be bound by the terms of this Agreement and such other conditions as the Programme Committee and NWO may specify.

8. SUBCONTRACTING

A Programme Partner that enters into a subcontract or otherwise involves Third Parties in this Programme remains solely responsible for carrying out its relevant part of the Programme and for such Third Party's compliance with the provisions of this Agreement. It has to ensure that any Third Party is bound by the same confidentiality obligations as the Programme Partner and that the involvement of Third Parties does not affect the rights and obligations of the other Partners under this Agreement.

9. WITHDRAWALS

9.1. No Programme Partner may withdraw from the Programme without the prior unanimous consent of the Steering Committee.

9.2. In the event of withdrawal of a Programme Partner (the "Withdrawing Programme Partner"), the Steering Committee will make all reasonable attempts to reallocate the obligations and the remaining funding of the Withdrawing Programme Partner under this Agreement to another Partner or Third Party.

9.3. The Withdrawing Programme Partner shall not be entitled to recover any of its remaining costs incurred in connection with the Programme and shall comply with the following conditions:

9.3.1. rights granted to the other Partners in respect of the Withdrawing Programme Partner's Background and Foreground shall continue subject to the restrictions contained in this Agreement;

9.3.2. to the extent that exploitation of any other Programme Partner's Foreground is dependent on the Withdrawing Programme Partner's Background, then the Withdrawing Programme Partner shall, subject to any existing third party obligations, grant to the other Partners licence to such Background in accordance with this Agreement, unless otherwise agreed between Partners.

9.3.3. the Withdrawing Programme Partner shall grant to the other Partners a non-exclusive, royalty-free licence to use the Withdrawing Programme Partner's Foreground for the

purposes of carrying out the Project. Any exploitation or other use of such Withdrawing Partners Foreground will be dealt with in accordance with the terms of this Agreement;

9.3.4. all rights acquired by the Withdrawing Programme Partner to the Background and Foreground of the other Partners shall cease immediately other than in respect of the Withdrawing Programme Partner's interest in any jointly owned Foreground.

9.3.5. In the event that after the Effective Date any Third Party would acquire, directly or indirectly, the ownership or control over of a Programme Partner, the Steering Committee may decide to terminate this Agreement, with respect to such Programme Partner, the provision of Article 9.3.1 being correspondingly applicable to such Programme Partner. Such decision must be taken within 60 days from the date such change of control has been made public. If the other Partners would not agree unanimously to such termination, any Programme Partner may withdraw from the relevant Project Agreement without any liability to the other Partners within 60 days thereafter. In this case the provisions of Article 17 will apply correspondingly.

9.3.6. When TNO acquires, directly or indirectly, the ownership or control over ECN or in the event that TNO and ECN desire that all rights and obligations of ECN under this Agreement are assigned to TNO, the other Partners herewith agree to such transfer of ownership or control or to such assignment of the rights and obligations of ECN. ECN shall as of then become a Withdrawing Programme Partner automatically.

10. FUNDING, FINANCIAL MANAGEMENT AND FINANCIAL PROVISIONS

10.1. The financial arrangements for the Programme shall be set out in Appendix D and overseen by the Programme Committee.

10.2. Throughout the Term, each Private Partner shall pay to NWO the Financial Contribution set forth in Appendix D to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.

10.3. With respect to the invoicing referred to in Article 10.2, Private Partners will provide NWO with the information and, if applicable, purchase orders, as set forth in Appendix D to this Agreement.

10.4. The Financial Contribution mentioned in Appendix D includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

10.5. NWO shall apply the Financial Contributions to grant the Programme according to the Programme Proposal as set forth in Appendix A.

10.6. In case a Private Partner makes an In-Kind Contribution, as approved by NWO and as set forth in Appendix D, said Private Partner shall account for this In-Kind Contribution as set forth in Appendix E. If a Private Partner fails to account in such a way for (a part of) the In-Kind Contribution Partners will discuss and decide jointly about the consequences and/or solutions of the shortcoming, such as, but not limited to, alternatives to deliver the Contribution or withdrawal of that Private Partner from the Programme.

10.7. NWO will start the payment of the Grant to the Programme only after the Effective Date and after it has received a completed starting form (Startformulier, see granting letter (Appendix B). The Grant can only be used for costs made after the Effective Date. In case additional budget in the form of TKI allowance is applied for, the Grant (including the TKI allowance) can only be used for costs made after the application date for the TKI allowance; in such case, the Programme can thus start

only after this application date instead of the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant (including the TKI allowance) is for the risk and on the expenses of that Knowledge Institute.

10.8. Disbursements on behalf of the Programme budget are only possible until the Programme end date, unless

a) the approved budget includes a financial reservation to be paid after the Programme end date,

or

b) the Grant closure decision by NWO allows – on request of the Project Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision, provided (in both cases) that the commitment concerned has been made before the Programme end date.

10.9. The Programme Leader will prepare and submit to the Programme Committee an up to date financial status report of the Programme on a bi-annual basis.

11. FUNDAMENTALS AND ETHICS

11.1. Business ethics and conflicts of interest

Each Party shall uphold the highest standards of business ethics in the performance of this Agreement and shall require its directors, officers, employees, consultants, agents and contractors to conduct themselves in accordance with principles of integrity, fairness and transparency when performing this Agreement.

11.2. Conflict of interest and corrupt practices

Each Party shall avoid any conflict of interest between its own interests and the interests of the other Partners in dealing with organisations or individuals doing or seeking to do business in connection with this Agreement.

11.3. No Party will, directly or indirectly, receive from or give or offer to give anything of material value to any other Party, its University, employee or other persons, including Officials, in connection with this Agreement, other than specifically stated in the Project Proposal. A Party will promptly notify the other Partners of any violation of this clause.

11.4. Unless explicitly agreed otherwise in writing, none of the Partners is entitled to act or make legally binding declarations on behalf of any of the other Partners. Nothing in this Agreement shall be deemed to constitute a joint venture, agency or any other kind of formal business grouping or entity between the Partners.

11.5. Health, Safety, Environment & Security

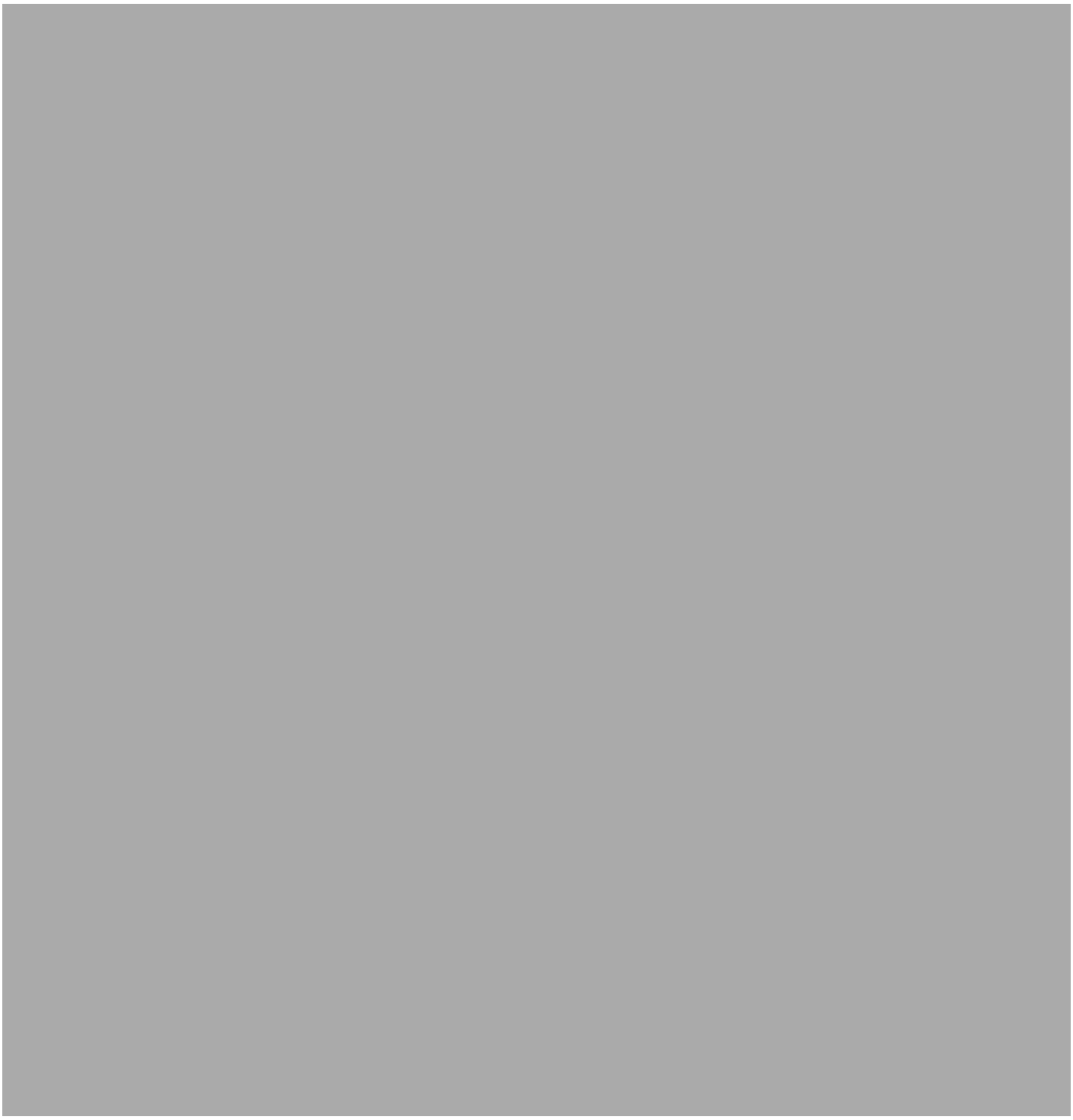
The Partners shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules (Appendix F).

- Whenever Parties' personnel are on a worksite of another Party they shall behave in a manner which is consistent with the rules of that Party. Whenever Parties are on a Shell worksite they shall behave in a manner which is consistent with Shell 's requirements for the management of health, safety, security, and the environment set forth herein as well as

any related rules, procedures or codes of practice in force at the relevant worksite. The Parties shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules.

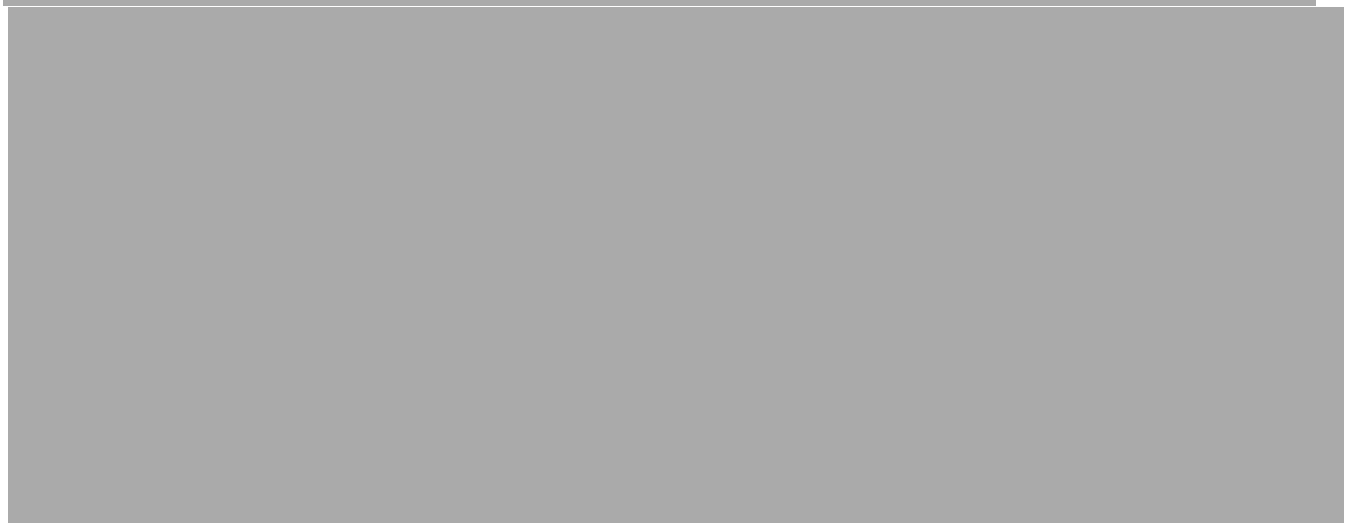
- Each Party confirms having received a copy of Shell's Life Saving Rules (or alternatively, has taken notice of the Life Saving Rules at http://www.shell.com/home/content/environment_society/safety/culture/).
- Each Party is solely responsible for determining the nature and scope of the health, safety, security and environmental risks associated with the work of the Party and its personnel in connection with the Agreement. Each Party assumes all responsibility and liability for such risks. Each Party and its personnel shall perform the scope without interfering with the operations of Shell or Affiliates of Shell or of any other Parties at the worksite.

12. BACKGROUND



13. FOREGROUND





14. USER RIGHTS AND/OR TRANSFER OF OWNERSHIP OF FOREGROUND





15. NON-DISCLOSURE AND DISCLOSURE OF INFORMATION AND DISSEMINATION OF FOREGROUND

One of the main objectives of the Programme is to generate and disseminate new knowledge. Only Public Information may be disclosed to Third Parties without any restriction and Foreground may only be disseminated, if Partners' rights regarding ownership, transfer of ownership and access rights are respected and the classification of such Foreground has been taken into account.

Before disclosing any Confidential Information to any Receiving Party, the Disclosing Party shall inform the Receiving Party's primary point of contact as mentioned in Article 21 of the nature of such information. The Receiving Party, acting in good faith, shall be entitled to refuse to receive such Confidential Information (for example, to avoid contamination of the Receiving Party's and/or its Affiliates' existing know-how) and, to the extent that the Disclosing Party does disclose Confidential Information to the Receiving Party after the Receiving Party has indicated that it does not wish to receive such information, the Receiving Party and its Affiliates shall (in the absence of further written agreement) be entitled to regard such information as non-confidential and be free to use and disclose it entirely as they see fit and for any purpose.

15.1. Non-Disclosure of Confidential Information

For Confidential Information the Receiving Parties hereby undertake for a period expiring five [5] years after the completion of the Project, unless otherwise decided by the Partners involved:

a) to preserve the confidentiality of all Confidential Information;

b) not to use Confidential Information otherwise than for the purpose for which it was disclosed;

c) to use such Confidential Information only for the implementation of the Project unless otherwise agreed with the Disclosing Party;

d) not to disclose Confidential Information to a Third Party without the prior written consent of the Disclosing Party;

e) to ensure that internal distribution of Confidential Information by a Receiving Party shall take place on a strict need-to-know basis; and

f) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Receiving Party including all copies thereof and to delete all Confidential Information stored in a machine readable form. If needed for the recording of on-going obligations, the Receiving Party may however request to keep a copy for archival purposes only. Further, the Receiving Party is not obliged to return or delete routinely created back-up copies of electronic documents containing Confidential Information until the copies are deleted in the ordinary course of business.

15.2. Notwithstanding Article 15.1 sub d, a Receiving Party shall be allowed to disclose Confidential Information of the Disclosing Party to an Affiliated Entity of the Receiving Party and such Affiliated Entity shall be allowed to use such Confidential Information for the purpose for which it was disclosed provided such Affiliated Entity:

a) needs to know and use such Confidential Information in furtherance of completing work under the Project;

b) has been informed of the confidential nature of the Confidential Information in question; and

c) is bound by obligations no less stringent than those assumed hereunder.

15.3. The Receiving Party shall be responsible for the fulfilment of the above obligations on the part of its employees and shall ensure that its employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of their employment.

15.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Receiving Party can show that:

a) the Confidential Information is or has become publicly available by means other than a breach of the Receiving Party's confidentiality obligations;

b) the Disclosing Party subsequently informs the Receiving Party that the Confidential Information is no longer confidential;

c) the Confidential Information is communicated to the Receiving Party without any obligation of confidence by a Third Party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

d) the Confidential Information, at any time, was developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party; or

e) the Confidential Information was already known to the Receiving Party prior to disclosure.

15.5. The Receiving Party shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

15.6. After a Party becomes aware of unauthorised disclosure, misappropriation or misuse, that Party shall promptly advise the other Party or Partners in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information.

15.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

a) notify the Disclosing Party; and

b) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

15.8. Dissemination of Public Information

Each Programme Partner shall ensure that Public Information is disseminated as swiftly as possible.

15.9. Each Programme Partner undertakes to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree which includes its Foreground or Background. However, confidentiality and publication articles have to be respected.

16. PUBLICATION

16.1. Before any proposed publication in connection with or relating to the Programme each Programme Partner will ask prior permission of the other Partners in accordance with the following procedure.

16.2. A copy of any publication shall be sent to the other Partners at the earliest time possible. Any of the Partners may object to the publication within 30 days after receipt of a copy of the proposed publication on any of the following grounds: (i) that they consider that the protection of the objecting Programme Partner's Foreground and/or Background would be adversely affected by the proposed publication or (ii) that the proposed publication includes Confidential Information of the objecting Programme Partner.

16.3. The proposed publication shall not take place until the expiry of the above period of 30 days. In the absence of any written objection within the above mentioned period, it is deemed that the Partners agree to the proposed publication. In the event that an objection is raised on any of the above defined grounds within the above period of 30 days, the Programme Partner proposing the publication and the Programme Partner objecting shall seek in good faith to agree a solution on a timely basis whereby such objection is resolved and the scientific quality is maintained.

16.4. The Partners undertake to cooperate to allow the timely submission, examination, publication, defence of any dissertation or thesis for a degree.

16.5. The publication may be postponed for a maximum period of three (3) months, as from the date the request for publication was made, in order for the protection of IPR.

16.6. For the avoidance of doubt, this procedure shall be applicable regardless of the content of the proposed publication.

17. TERMINATION

17.1. In addition to the remedies contained in Article 9 (Withdrawals), in the event that any Programme Partner shall commit any breach of or default in any terms or conditions of this Agreement, the Programme Committee may decide by unanimous vote of the non-defaulting Partners to serve written notice of such breach or default on the Defaulting Programme Partner and in the event that such Programme Partner fails to remedy such default or breach within 30 days after receipt of such written notice any of the Partners may, at their option and in addition to any other remedies which they may have at law or equity, remove the Defaulting Programme Partner and continue with the Project. Any removal of the Defaulting Programme Partner shall be reported to NWO.

17.2. If any Programme Partner (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Programme Partner's winding-up or dissolution; or makes an administration order in relation to that Programme Partner; or if any Programme Partner (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Programme Partner; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining members of the Programme Committee shall meet to suspend or terminate that Programme Partner's involvement in the Programme Committee and the Project. Any removal of the Defaulting Programme Partner shall be effective as of the date of the receipt of such notice whereupon the provisions of Article 9.3 shall apply to the defaulting Programme Partner.

17.3. In the event a Programme Partner is declared a Defaulting Programme Partner this Agreement will automatically be terminated towards this Programme Partner by written notice and without any legal proceedings.

17.4. In the event that it is agreed by all the Partners that there are no longer valid reasons for continuing the Programme, the Steering Committee may decide by unanimous vote to terminate the Programme.

18. BUSINESS PRINCIPLES; SUPPLIER PRINCIPLES; CODE OF CONDUCT

18.1. Each Party acknowledges that it has (a) received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at http://www.shell.com/sgbp) and the Shell Supplier Principles (or alternatively taken note of the Shell Supplier Principles at http://www.shell.com/suppliers) (collectively the "Business Principles"); (b) received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at http://www.shell.com/codeofconduct); and (c) been made aware of the Shell Global Helpline at http://www.shell.com/report_concerns/index.html. Each Party agrees that it will adhere to the principles contained in the Business Principles (or where other Parties have adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of Shell in connection with the Agreement and the business resulting therefrom. In the event that Shell or any of its Affiliated Entities supply staff that work on behalf of Shell or represent Shell, each Party commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct. Each Party will notify Shell immediately if it becomes aware of any behaviour by Shell staff, Parties or their Affiliated Entities which is, or may be, inconsistent with the Business Principles, the Shell Code of Conduct or, where the Party has adopted equivalent principles, their equivalent.

18.2. At Shell's request, a Partner will provide information to Shell as required to complete and fully respond to Shell's usual supplier questionnaires and due diligence to confirm compliance by Parties and their Affiliated Entities with Business Principles. As part of Shell's due diligence, Parties will grant Shell or its representative's reasonable access to Parties' facilities and sites which is necessary in order to review a Parties compliance with this Article 18.

19. COMPLIANCE WITH ANTI-BRIBERY LAWS; INTERNAL CONTROLS; TRADE CONTROL LAWS

19.1. Each Party represents and warrants that, in connection with the Agreement or the business resulting therefrom: (a) it is knowledgeable about anti-bribery laws applicable to the performance of the Agreement and will comply with all such laws; (b) neither it nor an Affiliated Entity have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.

19.2. Each Party undertakes to immediately notify other Parties if in connection with the Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage.

19.3. Shell confirms that its appointment of other Parties was expressly made on the basis that anti-bribery laws and the Business Principles would not be violated. Each Party acknowledges that the contents of the Agreement may be disclosed by Shell to Third Parties for the purposes of demonstrating compliance with this Article.

19.4. Each Party and its Affiliated Entities shall maintain adequate internal controls and procedures to assure compliance with anti-bribery laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

19.5. Each Party acknowledges that it is familiar with and will comply with all applicable trade control laws. Without prejudice to the foregoing, other Parties will provide Shell, in writing, with the relevant Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any dual-use or military items (i.e. goods, software, or technology) as well as Harmonized System Codes for any items provided pursuant to this purchase order. Unless otherwise agreed between the Parties, each Party shall be responsible for obtaining all necessary import and export licenses as required by applicable trade control laws for any goods, software, or technology provided by or on behalf of that Party pursuant to this purchase order. Where such licenses or authorizations are obtained, each Party shall provide Shell written notice of all applicable conditions, including but not limited to those restricting the further export, use or release of the goods, software or technology. Each Party, shall indemnify, defend, and hold harmless the other Parties, and Affiliated Entities from and against any and all losses, damages, costs (including legal fees), claims, expenses, fines and penalties incurred or suffered as a result of Party's non-compliance with trade control laws.

20. NON-ASSIGNMENT

This Agreement and any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Programme Partner other than to their respective Affiliated Entities, in whole or in part, without the express prior written consent of the other Programme Partners. Notwithstanding the former, ECN shall be entitled to assign all its rights and obligations under this Agreement to the Netherlands Organization for Applied Scientific Research TNO.

21. NOTICES

Any notice to be given under this Agreement shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to SHELL

Shell Global Solutions International BV

Address: Grasweg 31, 1031 HW, Amsterdam, NL

Email: [redacted]@shell.com

Attention:

if to the ETERNAL SUN GROUP

Eternal Sun Group

Address Wolga 11 (2491 BK), The Hague, the Netherlands

Email: @eternalsun.com

Attention:

if to the STICHTING ENERGIEONDERZOEK CENTRUM NEDERLAND (ECN)

Stichting Energieonderzoek Centrum Nederland

Address Westerduinweg 3, 1755 LE, Petten

Email: @ecn.nl

Attention:

if to EXASUN

Exasun BV

Address: Laan van Ypenburg 122, 2497 GC, The Hague

Email: xasun.com

Attention:

if to LEVITECH B.V.

Levitech

Address: Versterkerstraat 10, 1322AP Almere, The Netherlands

Email: @levitech.nl

Attention: Ernst Granneman

Email: levitech.nl

Attention:

if to TEMPRESS SYSTEMS B.V.

Tempress Systems B.V.

Address: Radeweg 31, 8171 MD VAASSEN

Email: [redacted]tempress.nl

Attention: [redacted], CTO

if to the TECHNISCHE UNIVERSITEIT DELFT (TUD)

Technische Universiteit Delft

Address: Mekelweg 4, 2628 CD Delft, the Netherlands

Email: [redacted]@tudelft.nl

Attention: [redacted]

if to the UNIVERSITY OF AMSTERDAM:

University of Amsterdam, Institute of Physics

Address: Science Park 904, 1098XH Amsterdam

[redacted]@uva.nl

Attention: [redacted]

Email: [redacted]@uva.nl

Attention: [redacted]

if to AMOLF

Science Park 104, 1098 XG Amsterdam

Email: [redacted]@amolf.[redacted]@amolf.nl

Attention: [redacted]

if to the TECHNISCHE UNIVERSITEIT EINDHOVEN (TU/e)

Technische Universiteit Eindhoven

Address: Groene Loper 5, 5612AE Eindhoven, The Netherlands

Email: [redacted]@tue.nl; [redacted]tue.nl

Attention:

For non-scientific matters:

Email: J @tue.nl

Attention:

if to NWO

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO)

Address: Van Vollenhovenlaan 659, 3527 JP Utrecht, The Netherlands

Email: @nwo.nl

Attention:

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

22. MISCELLANEOUS

22.1. No representation, partnership or agency

The Partners shall not be entitled to act or to make legally binding declarations on behalf of each other, unless explicitly stated in this Agreement. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Partners.

22.2. Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise, the name of any of the Partners or any of their logos or trademarks without their prior written approval.

22.3. Partners shall refrain from any action which might harm (the reputation of) the other Partners.

22.4. Headings

The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

22.5. Waiver of rights

If a Party fails to enforce, or delays in enforcing, an obligation of another Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this

Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

22.6. Entire Agreement

This Agreement and its Appendices constitute the entire agreement between the Partners relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this article does not exclude any liability which a Party may have to another (or any right which a Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

22.7. Applicable law

This Agreement shall be construed in accordance with and governed by the laws of The Netherlands.

22.8. Settlement of disputes

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, may be submitted to start a proceeding under the rules of arbitration of the Netherlands Arbitration Institute. The place of arbitration shall be The Hague if not otherwise agreed by the Partners. The award of the arbitration will be final and binding upon the Partners. However nothing in this Agreement shall limit the Partners' right to seek injunctive relief or to enforce summary proceedings by a competent court of law in the Netherlands.

EXECUTED by the Partners

For and on behalf of [PARTNER NAME] Universiteit van Amsterdam

Name:

Positio

SIGNE

TITUTE OF PHYSICS
Science Park 904
Postbus 94485
090 GL Amsterdam
The Netherlands

Date: 8/5/2017

Appendix A Programme Proposal

Reference: FOM-16.1945

Version: 2.0

Date: 31-1-2017

1. Title of the proposed FOM program Nr. FOM-16.1945

Towards high-efficiency hybrid tandem solar cells

2. Applicants and industrial partner(s)

Applicants:

n (program leader)
Delft University of Technology,

Delft University of Technology,

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

University of Amsterdam

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

Industrial partners:

Shell, Amsterdam

Tempress, Radeweg 31, 8171 MD Vaassen

Levitech BV, Versterkerstraat 10, 1322 AP Almere

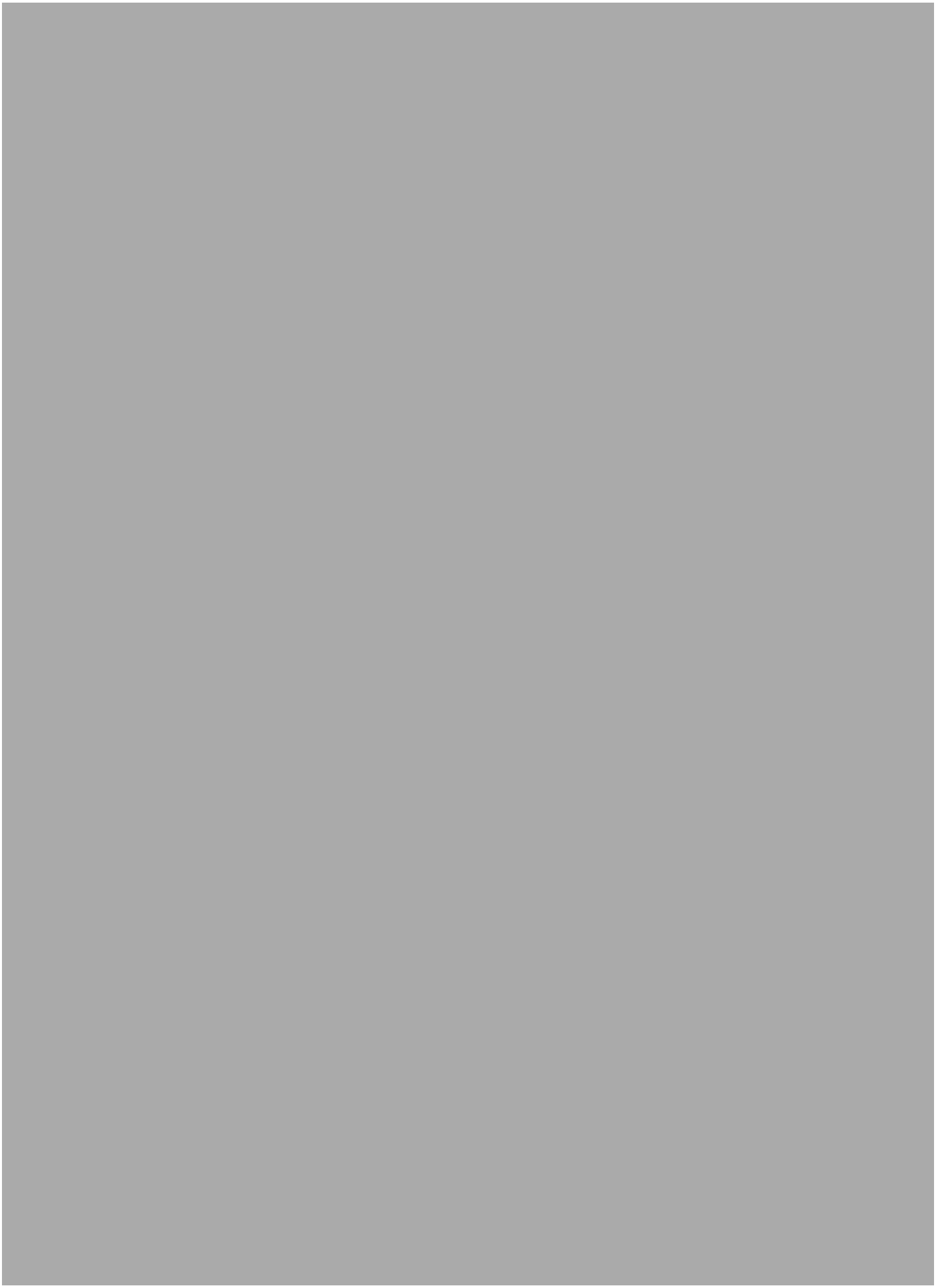
Exasun BV, Laan van Ypenburg 122, 2497GC Den Haag

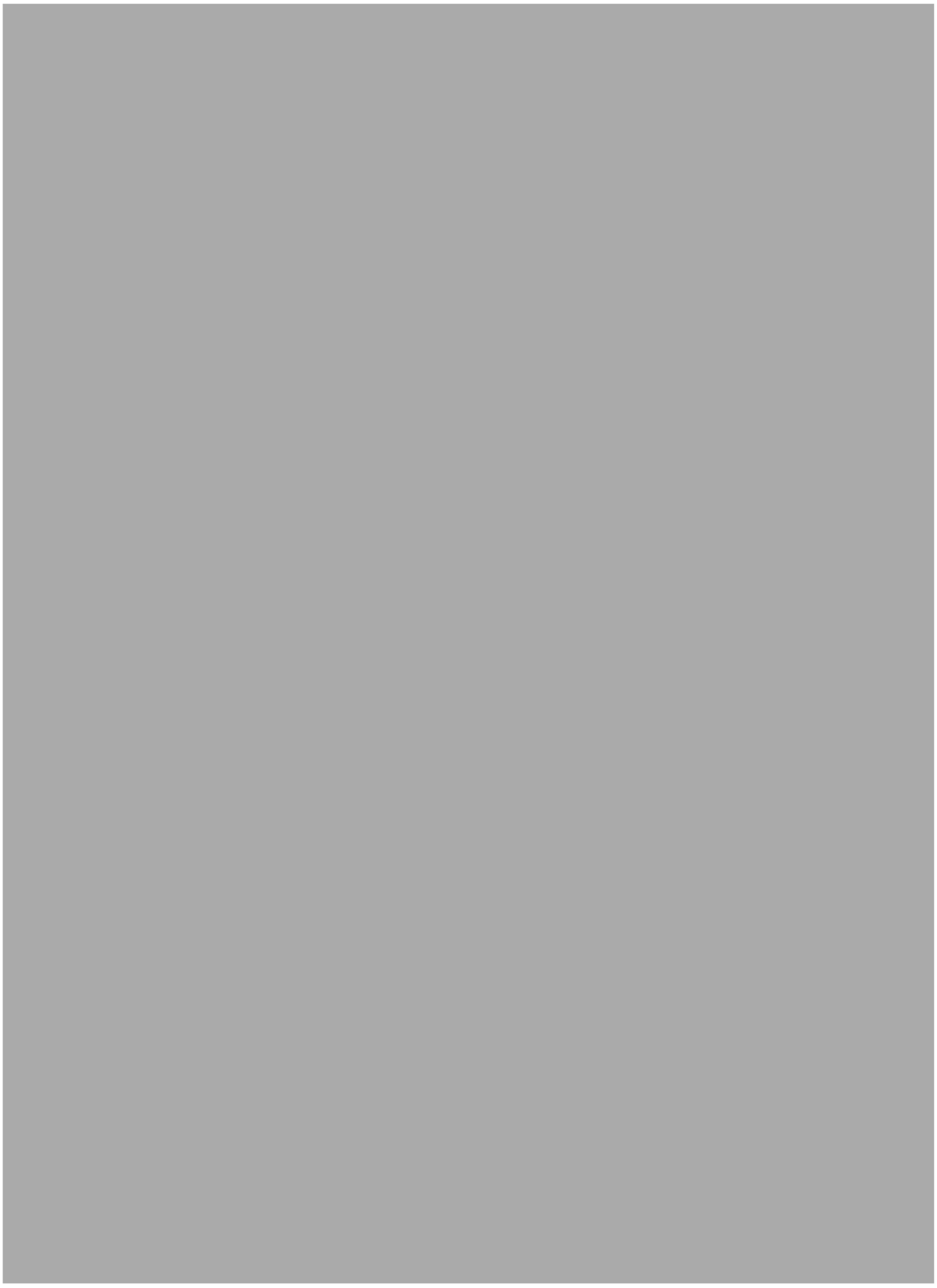
Eternal Sun Group, Wolga 11, 2491 BK Den Haag

ECN:

ECN Petten

ECN Solliance, Eindhoven









LEVITECH

Stichting voor Fundamenteel Onderzoek der Materie
[redacted]
P.O. Box 3021
3502 GA Utrecht

Almere, November 29, 2016

Dear [redacted]

On behalf of Levitech BV I am more than happy to inform you that we are willing to support the initiative entitled Joint Solar Programme III ("JSPIII") for which a proposal is submitted by Prof. Dr. Miro Zeman for funding from FOM.

Motivation to participate
Levitech is interested in innovative technologies and the associated physics in the field of advanced PhotoVoltaics. Participation in such projects makes it possible to create an early lead in the development of future advanced solar cell processing systems.
Levitech's role is to provide input on the in's and out's of various deposition techniques that are being considered within the project. It should be noted that the expertise of the Levitech personnel in deposition technology is much wider that covered by Levitech's current product portfolio (ALD and RTP equipment).
In addition to that, Levitech will deposit Al2O3 films for members of the JSPIII consortium in the Levitrack spatial ALD system.

Intended contribution
Subject to agreement on the terms and conditions in the cooperation agreement, Levitech BV will commit to a total contribution as described in the application of k€ 30 (thirty thousand euros) in kind, of which an annual contribution of [redacted] in person hours and an annual contribution of [redacted] in runs on the Levitech equipment. The total over 4 years makes k€ 30.
In case the project proposal is not granted, an agreement on the co-operation agreement could not be reached, or in case the support is significantly lower than anticipated at the moment of signing of this Letter of Commitment, Levitech BV is entitled to reconsider and may end its participation and contribution.

We are looking forward to a fruitful cooperation.

With kind regards,

LEVITECH B.V.

[redacted]

[redacted]

Delivery Address:
Luidsprekerstraat 1
1322 AW Almere
The Netherlands

Levitech BV
Versterkerstraat 10
1322 AP Almere
The Netherlands
+31 (0)36 538 76 79

Appendix C Background list

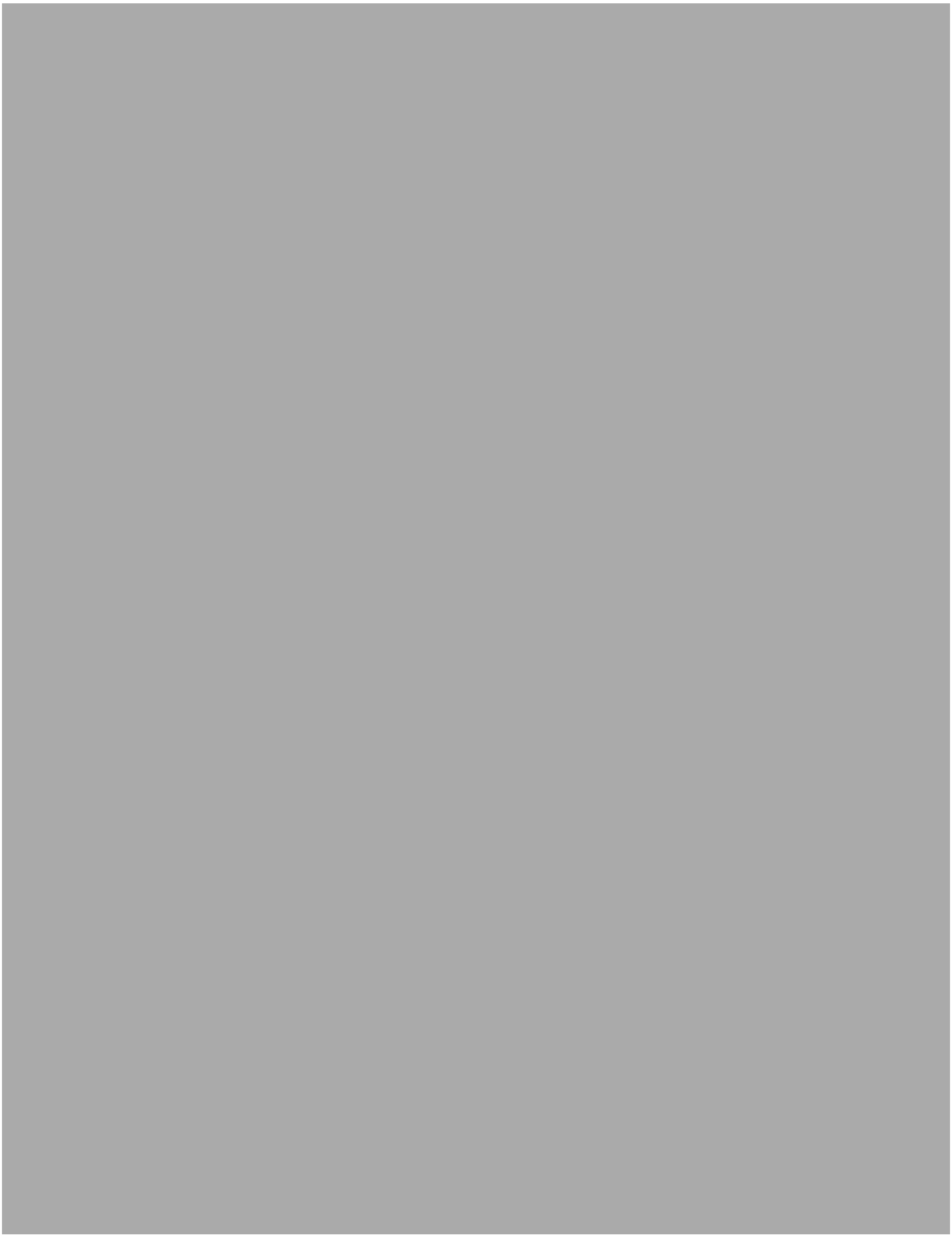
C1. Background included

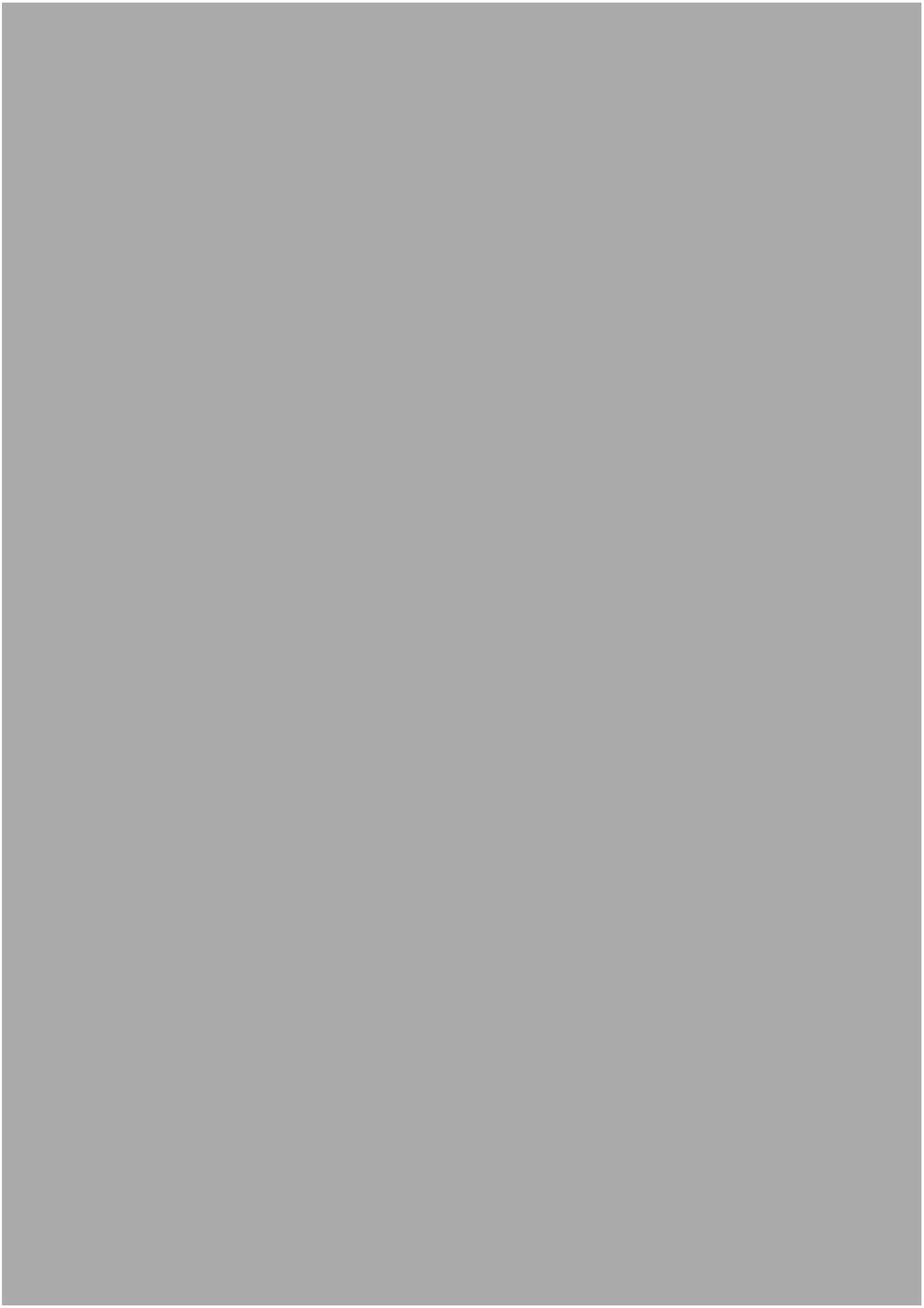
C2. Background excluded

In general:

- Background developed by employees not participating in the Project or Work Packages concerned;
- Background developed by employees participating in the Project but which is outside the scope of the Project;
- Background developed under the terms of any other agreement with other Partners;
- All know-how that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights
- All know-how related to existing patents and patent applications of the Partners (or any of its affiliates)

Appendix D Financial Arrangements







The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in five (5) equal parts. The first payment shall be remitted within sixty (60) days after the Effective date, as invoiced by NWO to the (respective) Private Partner(s).

The Private Partner(s) receive(s) invoices to remit its/their Financial Contributions that include its/their share in the program management and networking costs on the following dates:

- Effective date (in year 2017)
- 1st October 2018
- 1st October 2019
- 1st October 2020
- 1st October 2021.

Invoicing procedure

NWO will send to the Private Partners digital invoices. To this end, Private Partners will provide to NWO the following information:

- the purchase order
- the item number
- the requirements and procedures for invoicing, including the invoice submission address

Payment term for Shell will be 60 days.

For Private Partners that create (a) purchase order(s) or a vendor/client number, NWO provides the

following information:

The financial contribution is free of VAT

Address:

Netherlands Organisation for Scientific Research

Laan van Nieuw Oost-Indië 300

2593 CE The Hague

P.O. Box 93138

2509 AC The Hague, The Netherlands

www.nwo.nl



Email address to be used:

[redacted]@nwo.nl;

Appendix E Provisions for in-kind contributions

1. Permitted in-kind contributions

The following costs, directly attributable to the research project and incurred by the private party, may be contributed by private parties as in-kind contributions (see also provision 1):

a. Hours worked within the scope of the project:
   - wage costs, it being understood that these are based on an hourly wage, calculated on the basis of the annual wage at full employment according to the column «loon voor de loonbelasting» of the wage statement, plus the surcharges for social contributions payable by law or under individual contract or collective bargaining agreement, and based on 1650 productive hours per year. This amount may be increased with a surcharge for other general costs, subject to a maximum of 50% of the wage costs referred to above. The ensuing hourly rate to be attributed to the project, including said 50% surcharge for general costs, is capped at € 100. Contribution of costs for supervision or for project management is possible in the event of active participation of the intended supervisor or project manager in the research project (cf. under 1b).
b. Costs of material and resources to be used, based on the original purchase prices.
c. Use of equipment and machines
   - Costs associated with the purchase and use of machines and equipment, it being understood that these are based on the depreciation costs to be attributed to the project, calculated on the basis of the original purchase prices and a depreciation period of at least five years; costs of consumables and maintenance during the period of use.
   - Costs of purchase and use of machines and equipment that were not purchased solely for the project will only be considered project contributions pro rata based on the foregoing if there is a time log for each machine or for the equipment that conclusively establishes the operating hours.
   - In-kind contributions in the form of a discount on the regular purchase price in economic transactions (list price) of machines and equipment. The discount must be at least 25% of the list price. The costs charged to the project's equipment budget will then amount to the list price less said discount.

2. Accounting of in-kind contributions

Private parties must render account of their in-kind contributions to NWO by means of a statement of the contributed costs, to be provided to NWO within three months after the end of the research project to which the in-kind contribution was made. The application for approval of the in-kind contribution must be submitted simultaneously with the application for approval of the subsidy amount by the university partner(s), accompanied by a collective final report. If the in-kind contribution for which account must be rendered exceeds € 125,000, an auditor's report must be submitted; in other cases, a written statement by the holder or a power of attorney stating that the contributed in-kind efforts can actually be attributed to the project will suffice.

If the private party that committed itself to a research project with an in-kind contribution ultimately fails to make such in-kind contribution in full or in part, Article 10.6 applies.

Appendix F Shell Life Saving Rules

The safety of all those working for Shell is of great concern to us. Not following a safety rule is a significant contributory factor to past safety incidents involving Shell contractors. Most people consistently follow the safety rules but there is room for improvement.

As a potential supplier to Shell you and your people need to understand the Life-Saving Rules (high level details are below) and to ensure full compliance with them.

These Rules are not new but they ensure extra focus on 12 high-risk activities at work where we know that failure to comply has the highest potential for serious injury or death.

Complying with the Life-Saving Rules is vital for all Shell employees, and the employees of contractors and sub-contractors working for any Shell company.

Failure to comply will have serious consequences. Our approach will be that if someone chooses to break a Life-Saving Rule, they choose not to work for Shell. We will also apply this approach to supervisors who create or tolerate conditions for the breaking of the Rules.

The Life-Saving Rules will help protect everyone from harm and I look forward to your support in making our working environment a safer place.

7. Shell's 12 Life-Saving Rules

1: Work with a valid work permit where required





2: Conduct gas tests when required

3: Verify isolation before work begins and use the specified life protecting equipment





4: Obtain authorisation before entering a confined space

5: Obtain authorisation before overriding or disabling safety critical equipment





6: Protect yourself against a fall when working at height

7: Do not walk under a suspended load





8: Do not smoke outside designated smoking areas

9: No alcohol or drugs while working or driving





10. While driving, do not use your phone and do not exceed speed limits

11. Wear your seat belt





12: Follow prescribed Journey

BIJLAGE 8: NWO

Project Agreement

PARTIES:

(1) **Stichting voor de Technische Wetenschappen (Technology Foundation STW)**, having its principal office in Utrecht, at Van Vollenhovenlaan 661 (3527 JP), the Netherlands, hereinafter referred to as "**STW**", legally represented by its Director. [redacted];

(2) **Wageningen Universiteit**, Department Agrotechnology and Foodsciences, having its principal office in Wageningen at Stippeneng 2 (6708 WE), the Netherlands, hereinafter referred to as "**WUR**", legally represented by its Managing Director, [redacted];

(3) **University of Amsterdam**, Institute of Biodiversity and Ecosystem Dynamics, having its principal office in Amsterdam at Science Park 904 (1098 XH), the Netherlands, hereinafter referred to as "**UVA**", legally represented by its Director, [redacted];

(4) **Shell Global Solutions International B.V.**, a company existing and organized under the laws of the Netherlands, with registered office at Kessler Park 1, 2288 GS, Rijswijk, the Netherlands, hereinafter to be referred to as "**Shell**", in this matter duly represented by its Vice President Exploration Technology, [redacted]

Together referred to as "**Parties**" and individually as "**Party**";

WUR and UVA will be referred to as "Academic Project Partners" together or as "Academic Project Partner" individually. Shell will be referred to as "Company";

WHEREAS:

- STW enables new technology by funding applied scientific research and promoting technology transfer;
- STW Programs, aim to answer innovation issues by developing new technologies through a multidisciplinary approach, by collaboration amongst public and private parties by organizing specific programs with a focus on valorisation and entrepreneurship;
- the Academic Partners are participating in the STW Programme entitled "*WATERNEXUS – salt-containing water as a new driver for economy in delta areas*" (hereinafter: "Waternexus"), more specifically they carry out a Project entitled: "Integral Blue Prints" as described in the Programme Description with STW reference number 14302;
- Waternexus, takes place with financial support from STW and all research results, in any case all foreground IP, generated within the respective projects of Waternexus, including intellectual property rights thereto are jointly owned by STW and the respective Academic Partners;
- Company and other involved industrial partners have committed to support the Research financially with an in-cash and/or an in-kind contribution which forms an integral part of Waternexus;
- The Parties wish to lay down in writing the terms and conditions for the execution of the Project.

AGREE AS FOLLOWS:

Article 1
Definitions

Agreement	means this agreement, including its Annexes.
Affiliate	shall mean (i) Royal Dutch Shell plc ("RDS") and any company or other legal entity other than Shell, which, at the time in question, is directly or indirectly controlled by RDS; and (ii) any company or other legal entity which, at the time in question, is being managed or operated by Shell Global Solutions International B.V., or a company as defined in (i) above; or to which Shell Global Solutions International B.V., or a company defined in (i) above, is providing services under a construction, operating or technical services agreement on a cost sharing basis. For the purpose of this definition, a particular company is (i) directly controlled by another company if that latter company legally owns fifty per cent or more of the voting rights attached to the issued share capital, or voting interest, of the first mentioned company; and (ii) is indirectly controlled by another company if a series of companies can be specified, beginning with that latter company and ending with the first mentioned company, so related that each company of the series (except the latter company) is directly controlled by one or more of the companies earlier in the series.
Background	means all IPR, information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) that is not generated or conceived within this Research provided by a party to the other party within the Research, with the exception of the Results. For the avoidance of doubt, Shell does not contribute Background.
Confidential Information	means any information including Background and Research Results disclosed by a Party for the purpose of executing the Research or any information identified as confidential before or at the time of disclosure.
IPR	means intellectual property rights, including but not limited to patents, copyright, database rights, designs, drawings, plant variety rights, trademarks, semi-conductor rights, and any applications for such rights.
Official	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
Project	The research project under the Programme entitled: "Integral Blue Prints".

Project Leader	means an employee of the Academic Project Partner with ultimate responsibility for the content and realization of the Project.
Results	means the results generated within the Research, including, but not limited to, IPR, materials, prototypes, techniques, know-how, data, and other information.
User Committee	means the user committee installed to each individual Project within Waternexus which shall consist of one representative of all involved parties within the Project. This User Committee shall convene at least twice a year to discuss the Results and general progression of the Project.

Article 2
Programme conduct of Waternexus

(1) The Academic Project Partners shall conduct the Project in accordance with the Project Proposal (Annex 1), and the applicable "STW General Conditions" as attached in Annex 2, to the best of their knowledge and ability and taking into account the criteria and standards applicable to scientific and/or technological research.

(2) For the performance of the Project, the Academic Project Partners shall select and appoint personnel with appropriate qualifications. [redacted] (WUR) shall be appointed as Project Leader. The Academic Project Partners shall ensure that the Project Leader and the other appointed personnel comply with the obligations imposed on the Academic Project Partners and its employees in this Agreement.

(3) In the execution of the Project, the Academic Project Partners will comply with all applicable legislation and will behave in an ethically acceptable manner as may be expected in scientific and/or technological research. The Academic Project Partners shall inform STW and the Company immediately if new information emerges which is relevant to (the conduct of) the Project or the utilization of the Results.

(4) A User Committee will be formed. The Project Leader chairs the User Committee and a representative of STW shall act as its secretary. The User Committee shall meet at least twice a year. During such meeting, the Project User shall discuss the progress of the Project, on the basis of the written progress report, prepared by the Project Leader. The progress report shall be sent at least two (2) weeks before the Project Committee meeting and shall contain amongst others a description of the Results obtained so far. The Project Leader shall use the format, as can be found on the website of STW.

(5) The Project Leader submits a continuation application to STW from 18 up to 24 months after the starting date. In the continuation application the Project Leader describes the progress, work plan/milestone planning, anticipated results, (additional) input from users, options for protecting results, options for commercialising the results and the necessity of the remaining funding in order to carry out the project plan. STW may impose further conditions regarding the content of the continuation application.

STW submits the continuation application to the users in the User Committee. STW asks the users to give a reasoned opinion (in writing or during the User Committee meeting) on the continuation of the project. On the basis of the continuation application and the opinion of the

Users Committee, and after advice of the Program Committee, STW takes a final decision on the continuation of the project.

Article 3

Funding and Payment

(1) The Academic Project Partner is according to the Project Plan entitled to compensation of expenses, incurred by the Academic Project Partner in the execution of the Project. For the performance of the Project, STW has budgeted an amount of € 655.029. The conditions on the basis of which the Academic Project Partner can claim its expenses, are described in the General Conditions, attached as Annex 2 to this Agreement.

(2) Company shall make a total in cash contribution to the Project with the amount of €250.000.

Article 4

Rights to the results



[redacted]

Article 5
Confidentiality and publication

(1) STW and the Academic Partners will ensure that Company will not receive any Confidential Information.

(2) STW and Academic Partners are entitled and encouraged to publish the Results generated within a Waternexus Project. However, all Publications done within the context of the Project programme are subjected to a publication release structure:

a) Before a Publication can be released, STW and the respective Academic Partners shall submit a draft of the Publication thirty (30) days before the publication thereof to the User Committee assigned to Project which generated the Publication.

b) Within one (1) month of receiving the draft Publication the User Committee members may indicate that they have substantial objections against the Publication or they are interested in patenting certain Results disclosed in the Publication.

c) In case of an objection as mentioned above under b), the Academic Partners shall, in mutual consent adapt the Publication in such a way that the objections are removed.

d) In case a User Committee member is interested in patenting certain Results as mentioned under b), STW and the relevant Academic Partner will delay publication for a further maximum period of up three (3) months from the date of receipt of the draft of the Publication.

Article 6
Liability and Warranty

(1) Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the Agreement, will be determined in accordance with applicable law.

(2) Neither party will be liable to the other for that other party's own consequential loss, or any punitive or exemplary damages that might be awarded in that party's favour, regardless of negligence or other fault.

(3) Neither party excludes or limits its liabilities to the extent they may not be excluded under applicable law.

Article 7
Miscellaneous

(1) *Business ethics and conflicts of interest*
Each Party shall uphold the highest standards of business ethics in the performance of this Agreement and shall require its directors, officers, employees, consultants, agents and contractors to conduct themselves in accordance with principles of integrity, fairness and transparency when performing this Agreement.

(2) *Conflict of interest and corrupt practices*
Each Party shall avoid any conflict of interest between its own interests and the interests of the other Parties in dealing with organisations or individuals doing or seeking to do business in connection with this Agreement.

(3) No Party will, directly or indirectly, receive from or give or offer to give anything of material value to any other Party, its University, employee or other persons, including Officials, in connection with this Agreement, other than specifically stated in the Project Proposal. A Party will promptly notify the other Parties of any violation of this clause.

(4) Unless explicitly agreed otherwise in writing, none of the Parties is entitled to act or make legally binding declarations on behalf of any of the other Parties. Nothing in this Agreement shall be deemed to constitute a joint venture, agency or any other kind of formal business grouping or entity between the Parties.

(5) *Health, Safety, Environment & Security*
The Parties shall, in the performance of their obligations under the Agreement, place primary importance on health, safety, environment and security issues.

Article 8
Term and Termination

(1) This Agreement shall come into force on the date of signing this Agreement and will end 3 months after Project formally ends.

(2) Parties are entitled to terminate this Agreement in the event that another Party violates any of the covenants or obligations contained in this Agreement and such violation continues unremedied for a period of thirty (30) days after written notice thereof to send to de violating Party by the other Parties.

(3) Each Party has the right to terminate this Agreement prematurely by registered mail towards the Party that becomes insolvent or if an order is made or a resolution is passed for the winding up of that Party or if that Party is granted suspension of payment.

Article 9

Applicable law, disputes and compliance with law

(1) This Agreement shall be governed by the Laws of the Netherlands.

(2) Any dispute arising from this agreement shall be determined by the competent court at Utrecht, the Netherlands.

(3) Subject to any directions of the Programme Committee, each Party shall comply in the performance of this Agreement and shall require its contractors and subcontractors, if any, to comply with all applicable laws and regulations of all government authorities including any restrictions dealing with the exportation of technical data and the direct products thereof but excluding any laws or regulations or Programme Committee directions for which compliance may cause or result in non-compliance with another, conflicting law or regulation.

(4) Without limiting the generality of article 9.3 and in recognition of the principles of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, no Party will, directly or indirectly, in connection with this Agreement, offer, pay, promise to pay, or authorise the giving of money or anything of value to an Official, or to any other person while knowing or being aware of a probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly to an Official, for the purpose of influencing the act, decision or omission of such Official to obtain or retain business related to this Agreement, to direct business related to this Agreement to any person, or to obtain any improper advantage or benefit.

(5) No Party is authorised to take any action on behalf of another Party that would result in an inadequate or inaccurate recording and reporting of work or other matters associated with this Agreement. If any information comes to the attention of any Party which indicates any departure from conduct consistent with the standards set forth in this article, such Party shall immediately notify the other Parties.

(6) A Party may request the Programme Committee to appoint a third party to inspect, upon reasonable notice, the books and records of each other Party that is performing services for any Project or is engaging with any Officials concerning the performance of a Project to ensure compliance with the provisions of Clauses 9.4 and 9.5.

Article 10

Annexes

(1) This Agreement contains 2 Annexes which form an integral part of this Agreement:
- Annex 1: Project Proposal 'Integral Blue Prints'
- Annex 2: STW General Conditions

In case of conflict between the provisions in the Agreement and those of Annexes, the provisions of the Agreement will prevail.

(2) Any amendments or additions made to the Agreement shall only be valid and binding between the Parties if made in writing and executed by all Parties.

SIGNATURES ON NEXT PAGES

DRAWN UP IN FOURFOLD AND SIGNED:

University of Amsterdam
Amsterdam, ...



.....

[redacted]
Director IBED

Finale versie 07122017

Netherlands Organisation for Scientific Research

CONSORTIUM AGREEMENT

IN THE FRAMEWORK OF THE NWO INDUSTRIAL PARTNERSHIP PROGRAMME "CONTROLLING MULTIPHASE FLOW" (NWO FILE NO. 680-91-012)

AN AGREEMENT made between

Stichting ISPT, having its office at Groen van Prinstererlaan 37, 3818 JN Amersfoort, the Netherlands, participating in this Programme on behalf of Shell Global Solutions International B.V., Unilever Research B.V. and Evodos B.V., hereinafter referred to as "ISPT";

(hereinafter referred to as the "Private Partner")

and

Wageningen University, department Agrotechnology and Food Sciences, having its office at Stippeneng 2, NL-6708 WE Wageningen, the Netherlands, hereafter referred to as "WUR";

University of Amsterdam, Institute of Physics,
having its office at Science Park 904, 1098 XH Amsterdam, the Netherlands, hereinafter referred to as "UvA";

Delft University of Technology, Department of Chemical Engineering,
having its office at Building 58, Van der Maasweg 9, 2629 HZ Delft, the Netherlands, hereinafter referred to as "TUD";

(together hereinafter referred to as the "Knowledge Institutes")

(together with the Private Partner referred to as "Programme Partners")

and

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO), DOMAIN SCIENCE, having its office at Laan van Nieuw Oost-Indië 300, 2593 CE, The Hague, the Netherlands, hereinafter referred to as "NWO";

(together with the Programme Partners hereinafter referred to as "the Parties")

RECITALS

1. Knowledge Institutes have submitted to NWO Domain Science (“ENW”) a Programme Description for an industrial partnership programme (“IPP”) entitled “Controlling Multiphase Flow”.
2. The Board of ENW has awarded a Grant to the Knowledge Institutes based on the Programme Description. The Programme Description is attached to this Agreement as **Appendix 1** and the Grant is attached as **Appendix 2**. The Grant is subject to the “NWO Subsidieregeling 2017” (**Appendix 3**).
3. Article 4:33, sub a, of the “Algemene wet bestuursrecht” states that the receiver of a grant may be obliged by the grant decision to cooperate with the conclusion of an additional agreement as meant in Article 4:36 of the “Algemene wet bestuursrecht” to arrange for essential issues on the execution of the Programme for which the grant is received.
4. Therefore, the Knowledge Institutes shall receive the Grant monies only after the signing of an agreement between the Private Partner, the Knowledge Institutes and NWO, in which they agree, amongst other things, on ownership of results and IP transfer.
5. The Parties wish to cooperate under the terms and conditions of this Programme Agreement and agree that these terms and conditions are very particular for the cooperation with ISPT and shall not be taken as a precedent.
6. ISPT aims at disseminating the knowledge generated in the Programme within the ISPT community.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Article 1 – Definitions

The following expressions shall have the meanings specified.

1.1 "Affiliate"

in relation to a Private Partner shall mean any other company which is controlled by, under common control with or controlling such Private Partner. For these purposes a company shall be deemed to have control of another company if it (directly or indirectly) owns 50% or more of the voting shares of that other company, or is entitled to (directly or indirectly) appoint a majority of the directors of the other company.

1.2 "Agreement"

This consortium agreement, including its appendices, concluded between the Parties, the signing of which is a prerequisite to start the Programme.

1.3 "Authorised Representative"

Authorised Representative means a director, officer, employee or consultant of the Receiving Party and/or an Affiliate thereof who has a "need to know" the Disclosing Party's Confidential Information with respect to achieving the goals of the Programme.

1.4 "Background Information"

In relation to a Programme Partner means any and all information and materials which are not publicly available when disclosed under this Agreement, as well as intellectual property rights pertaining to such information and materials that are

a) developed or obtained by the Programme Partner prior to the commencement of the Programme, or
b) developed or obtained by the Programme Partner subsequent to the commencement of the Programme, but independently of the Programme, or
c) acquired by the Programme Partner from a third party subsequent to the commencement of the Programme, in each case only when offered by the Programme Partner as potentially suitable for use by the Parties in pursuit of the Programme, but only in pursuit of the Programme.

1.5 "Board of NWO Domain Science"
Board of the Domain Science of the Netherlands Organisation for Scientific Research, or its lawful successor.

1.6 "Commercial Use"

Direct and/or indirect use of the Results aimed at generating income, such as (but not limited to) by the sale of products or services incorporating the Results, use of the Results in production of products or application of Results to achieve cost reductions.

1.7 "Confidential Information"
Confidential Information shall have the meaning as described in Article 7.1.

1.8 "Disclosing Party"
Disclosing Party shall have the meaning ascribed to it in Article 7.1

1.9 “Effective Date”

The signing date by NWO, being the last Party to sign the Agreement.

1.10 “Financial Contribution”

Monetary (In-Cash) contribution by the Private Partner to NWO as set forth in **Appendix 4** to this Agreement, in order to co-fund the Programme.

1.11 “FRAND”

Fair, reasonable and non-discriminatory terms.

1.12 “Grant”

Grant to the Programme including the Financial Contribution, as approved by the Board of NWO Chemical Sciences, set forth in **Appendix 2** to this Agreement.

1.13 “Programme”

The research to be executed by the Knowledge Institute(s) and the Private Partner as described in the Programme Description and as approved by the Board of NWO Domain Science.

1.14 “Programme Budget”

The entire budget consisting of Financial Contributions as provided in **Appendix 4**.

1.15 ”Programme Committee”

The committee consisting of representatives of the Programme Partners which supervises the execution of the Programme, as further detailed in Article 4;

1.16 ”Programme Description”

Description of the research to be executed in the Programme as set forth in **Appendix 1** to this Agreement.

1.17 “Programme End Date”
The ultimate date on which Programme activities can be executed.

1.18 "Programme Leader"

The leader of the Research as described in the Programme Description;

1.19 “Programme Partners” or “Programme Partner”

The Private Partners and the Knowledge Institute(s) jointly or each of these individually.

1.20 “Receiving Party”

Receiving Party shall have the meaning ascribed to it in Article 7.1

1.21 “Results”

All results, including but not limited to data, information, materials, conclusions and findings generated by the Programme Partners in carrying out activities under the Programme pursuant to this Agreement.

1.22 "Steering Committee"

Final decision-making body of the Programme, as further detailed in Article 4.

Article 2 – Cooperation under this Agreement

2.1 The Parties' cooperation under the Programme shall be subject to the terms and conditions of this Agreement unless explicitly otherwise provided or unless application of the provisions of this Agreement contravene with the European rules concerning state aid, or the "NWO Subsidieregeling 2017" (**Appendix 3** to this Agreement), in which case the latter two regulations shall prevail over this Agreement.

2.2 Each Party undertakes to take part in de efficient implementation of the Programme and to cooperate, perform and fulfil, promptly and on time all of its obligations as described in this Agreement as may be reasonably required from it and in a manner of good faith.

Article 3 – Funding

3.1 Throughout the Term, the Private Partner shall pay to NWO the Financial Contribution set forth in **Appendix 4** to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.

3.2 With respect to the invoicing referred to in Article 3.1, Private Partner(s) will provide NWO with the information and, if applicable, purchase orders, as set forth in **Appendix 4** to this Agreement.

3.3 The Financial Contribution mentioned in **Appendix 4** includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

3.4 NWO shall apply the Financial Contributions to grant the Programme according to the Programme Description as set forth in **Appendix 1**.

3.5 NWO will start the payment of the Grant to the Programme only after the Effective Date and after it has received a completed starting form (Startformulier, see granting letter (**Appendix 2**)). The Grant can only be used for costs made after the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant is for the risk and on the expenses of that Knowledge Institute.

3.6 Disbursements on behalf of the Programme Budget are only possible until the Programme End Date, unless

a) the approved budget includes a financial reservation to be paid after the Programme End Date,
or
b) the Grant closure decision by NWO allows – on request of the Programme Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision,

provided (in both cases) that the commitment concerned has been made before the Programme End Date.

Article 4 – Programme Organisation, Management and Progress Monitoring

4.1 The Parties shall set up a governance structure as described in the Programme Description, including a Programme Committee and a Steering Committee.

4. 2 The Programme Committee shall be responsible for monitoring and evaluating the progress of the various aspects within the Research (scientific, knowledge transfer, IP issues, budget and staffing). The Programme Committee shall submit proposals for major substantive and financial changes to the Steering Committee. The Programme

Committee shall consist of the Programme Leader , WUR), one representative of UvA and TUD one representative from Unilever Shell Evodos and the secretary (NWO). In addition, a representative of ISPT shall be included in the Programme Committee as a guest member without voting rights.

4.3. The Programme Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Programme Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Programme Committee, the respective decision will be taken by a majority of votes. The secretary shall have an advisory role in the meetings of the Programme Committee and has no voting right. Should the voting lead to a tie of votes (50-50%), then the decision will be made by the Steering Committee following the procedure described in Article 4.6.

4.4. The Programme Committee will meet on a regular basis. Minutes of the meetings of the Programme Committee shall be drafted by the secretary and transmitted to the Programme Partners without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Programme Partners if, within 14 days from receipt, no Programme Partner has objected in writing to the Programme Leader.

4.5. The Steering Committee is responsible for making available the committed cash contributions, and for approving substantive and financial adaptations (if any) to the Programme and/or Programme financing. The Programme Committee will make a proposal for any adaptations required to the Steering Committee. The Steering Committee shall only meet if one or more of the members of the Programme Committee see(s) reason for it to do so. Meetings may be held in person or by any communication means. In-cash contributing Private Partners, NWO and the Programme Leader are represented in the Steering Committee by one representative. At the start of the Programme, the Steering Committee shall consist of the following members:

(NWO, ENW),

(director ISPT),

, (Programme Leader WUR) (guest member, no vote),

(Vice President Discover at Unilever Research Vlaardingen),

(Shell),

(CEO Evodos).

NWO will also provide a secretary (no vote) to the Steering Committee.

4.6. The Steering Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Steering Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Steering Committee, the issue shall be submitted to the higher tier directors of the Programme Partners.

4.7. The Programme Leader will:

a) be the primary contact for NWO;

b) be responsible for the day-to-day management of the Programme;

c) chair the meetings of the Programme Committee;

d) will arrange for the (financial) administration of the Programme as required under terms of the Grant;

e) be responsible for implementing decisions taken by the Programme Committee or Steering Committee; and

f) monitor the progress of the Programme with respect to milestones and deliverables as described in the Programme Proposal.

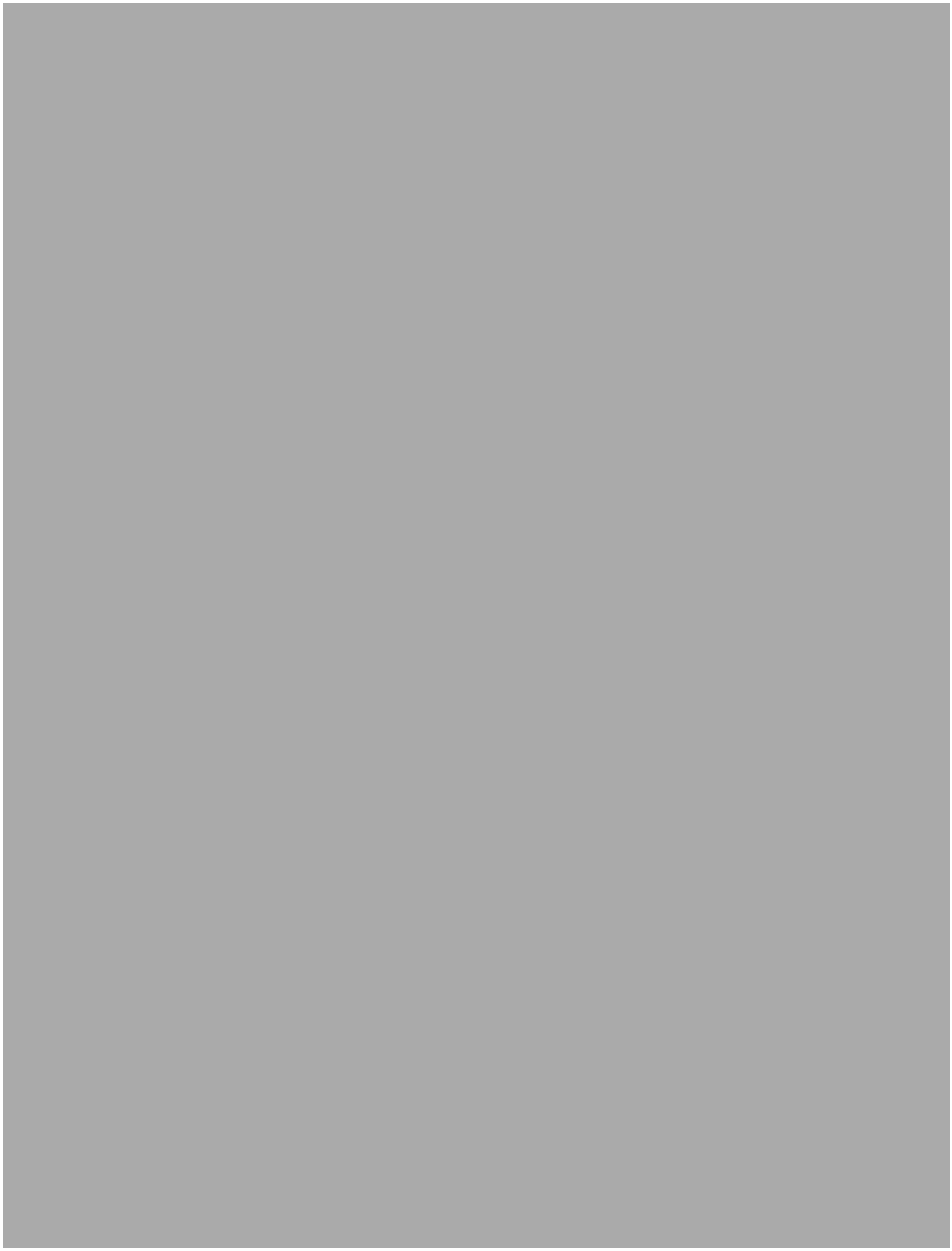
g) initiate the progress meetings, workshops, and coordinate visits and exchanges.

4.8. In case the Programme Leader or one of the other Programme Partners in the Programme is assigned to receive subsidy payments and to pass payments to the other Programme Partners, the Programme Partner receiving the subsidy payment will forward the payments to the other Programme Partners within twenty one (21) calendar days after receipt of a subsidy payment from the granting authority. Each Programme Partner will provide in writing its bank account information.

4.9 Programme Partners will regularly submit reports necessary to ISPT and NWO with regard to the TKI-allowance in accordance with the scheme given in Appendix 4.

4.10 In order to facilitate project management and handling knowledge dissemination, use will be made of the ISPT project management system, to which all Parties shall be granted access.

Article 5 – Intellectual Property



Article 6 – Payments of financial compensation and licence fees

6.1 Any financial compensation for or licence fee on user, access or ownership rights to the Results as agreed in this Agreement or to be negotiated in the course of the Programme, will be paid directly to the beneficial Party, unless otherwise agreed.

Article 7 – Confidentiality

7.1 The Disclosing Party shall use reasonable efforts to mark any Confidential Information that is disclosed in documentary or tangible form under this Agreement as follows: Confidential Information as used herein shall mean only that information, whether technical, commercial or economic, disclosed under this Agreement by a Party and/or its Affiliates (the "Disclosing Party") to another Party and/or its Affiliates (the "Receiving Party") in writing marked as "Disclosing Party [insert name of Party making the disclosure] Confidential Information". However, any failure to mark shall not affect the confidential status of Confidential Information if the information is confidential by nature. See Article 7.5 and 9.4 for the terms that are in force. For the avoidance of doubt, Confidential Information shall remain the sole property of the Disclosing Party providing it.

7.2 Receiving Party shall:

a. solely use the Confidential Information for the performance of its obligations under this Agreement;
b. not analyse or have analysed any of the samples delivered under this Agreement other than necessary for the performance of its obligations under this Agreement;
c. not divulge or make accessible any Confidential Information to any party other than the Authorised Representatives;
d. impose substantially the same obligations as defined hereinabove upon the Authorised Representatives;
e. inform the Disclosing Party by return to which Affiliates the Confidential Information will be divulged;
f. not apply for patents or any other rights in the field of industrial property covering any of the Confidential Information furnished to it.

The obligations of confidentiality and non-use shall not apply to:

a. information which the Receiving Party can prove to have been in its possession prior to the disclosure thereof by the Disclosing Party and which was not obtained directly or indirectly from the Disclosing Party;
b. information which the Receiving Party can prove that it either was part of the public domain through publication or otherwise before receipt of the same under this Agreement by the Disclosing Party, or thereafter becomes part of the public domain by publication or otherwise through no fault of the Receiving Party;
c. information which the Receiving Party can prove by documentary (including any digital media by which information can be preserved) evidence that it was received by it from a third party imposing no restriction as to disclosure and which did not acquire any such information directly or indirectly from the Disclosing Party.
d. information which the Receiving Party can prove by documentary (including any digital media by which information can be preserved) evidence was developed by employees of the Receiving Party or its Affiliates who are not directly or indirectly involved with this Agreement and did not have any access to Confidential Information.
e. information which is independently developed by Receiving Party without any use of or benefit from the Confidential Information and such independent development

can be documented by Receiving Party with written (including any digital media by which information can be preserved) records.

f. information which is required by law, judicial or arbitral process, regulatory authority or the rules of a recognized stock exchange to be disclosed, provided that, to the extent legally permissible, the Receiving Party gives the Disclosing Party prior notice of such requirement to disclose and a reasonable opportunity to obtain a protective order and the Receiving Party takes the necessary steps to minimize the extent of disclosure.

7.3 Upon the first request of Disclosing Party, Receiving Party will return to the Disclosing Party or destroy any and all of Disclosing Party's Confidential Information that Receiving Party obtains under this Agreement save that Receiving Party may retain one copy of Disclosing Party's Confidential Information for the sole purpose, in the event of a future dispute, of proving what information it did or did not receive hereunder.

7.4 Receiving Party shall promptly notify the Disclosing Party in writing upon the occurrence of any unauthorised disclosure or use of Confidential Information or any other breach of this Agreement of which it becomes aware.

7.5 The obligations of confidentiality under this Article 7 will last five (5) years from the end date of this Agreement.

7.6 ISPT shall ensure that its members participating in this Programme (i.e. Shell Global Solutions International B.V., Unilever Research B.V. and Evodos B.V.) are bound by confidentiality obligations no less strict than those contained in this Agreement.

Article 8 – Publication and publicity

8.1 The Programme Partners shall, throughout the duration of the Programme, take appropriate measures to ensure suitable publicity for the Programme in order to highlight the NWO financial support and the financial support of the Ministry of Economic Affairs. Any notice or publication by the Programme Partners about the Programme, including at conferences or seminars, must specify that: "This research received funding from the Netherlands Organisation for Scientific Research (NWO) and from the Ministry of Economic Affairs in the framework of the *"TKI-Toeslagregeling*"". Notwithstanding the foregoing, there shall be no publicity relative to Programme Results without approval by the other Programme Partners as set forth in Article 8.2.

8.2 The Programme Partners acknowledge that the (employees of the) Knowledge Institutes wish to publish or by other means make public all or part of the Results generated under this Agreement. To that end the following publication procedure is applicable. All intended publications from the Programme, including but not limited to publications (by employees or students) of the Knowledge Institute, including but not limited to scientific papers and conference presentations (including but not limited to dissemination within the ISPT water cluster), shall be previously submitted for approval to the (other) Programme Partners. Within four (4) weeks from receiving said submission, Programme Partners will respond to the request to publish. If within said period of four (4) weeks no Programme Partner has objected to the draft publication, the publication shall be deemed approved. If within said four (4) weeks the Programme Partners indicate they do not agree with the intended publication, they will mention the reason for this, and they are, within two (2) months from receiving said submission, entitled to:

8.2.1 require alterations to protect the interests of the Programme Partners, being interested in acquiring user or ownership rights to the Results, however without putting the scientific integrity of the publishing Programme Partner at risk; and/or

8.2.2 in case of its ownership of IPRs to the Results, or its interest to acquire exclusive user or ownership rights, postpone the publication for a period of maximally six (6) months from receiving said submission in which period a patent application can be submitted, however without delaying the completion of any Ph.D. programmes (in Dutch: *promotie*) under this Programme; and/or

8.2.3 request deletion of any of its Confidential Information, with which request the publishing Programme Partner shall comply, however without affecting the scientific integrity of the publication.

8.2.4 Copyrights remain with the publishing Programme Partner.

8.3 Any notice or publication by the Programme Partners, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that NWO is not liable for any use that may be made of the information contained therein.

8.4 NWO shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, the following information:
– the names of the Programme Partners;
– the title of the Programme;
– the name(s) of the scientist(s) in charge of the Programme;
– the name(s) of the researchers funded under the Programme;
– the general purpose of the Programme in the form of the popular summary provided by and approved by all Programme Partners;
– the amount granted (the Grant) and the total Programme budget.

8.5 Upon a reasoned and duly substantiated request by one of the Programme Partners, NWO may agree to forego such publicity if disclosure of the information indicated above would risk compromising the Programme Partner's security or commercial interests.

Article 9 – Term/Termination

9.1 This Agreement shall come into force on the Effective Date.

9.2 The Agreement shall remain in force until the date of termination or the date of conclusion of the Programme ("the Term") through a Grant closure decision, *i.e.* until the final settlement of the grant by NWO.

9.3 This Agreement may be terminated with respect to a Party prior to the termination due to Article 9.2, in the event of:

9.3.1 bankruptcy or a moratorium of payments (for more than 90 days) or entering into a debt rescheduling arrangement of a Party, immediately upon the occurrence of the relevant event and the Party's contribution cannot be taken over by one of the other Parties or the necessary finances to do so are not available; or

9.3.2 a Party's continuing failure to perform its obligations under this Agreement after being requested by a notice in writing to do so within a term of two months.

Notwithstanding the foregoing, a Private Partner may at any time terminate this Agreement without cause with a prior written notice of three months, provided that it pays any unpaid part of its Financial Contribution at the date it effectively terminates this Agreement, as set forth in **Appendix 4**. The Private Partner that terminates this Agreement before the conclusion of the Programme is also bound to other rights and obligations under this Agreement, as set forth in Article 9.4.

9.4 Rights and obligations under this Agreement which pursuant to their nature shall survive this Agreement, including but not limited to the obligation by a Private Partner to pay the Financial Contribution as well as to contribute non-delivered In kind

contributions, remain in force after termination or expiration of this Agreement as set forth in this Article 9, while the rights and obligations pursuant to Articles 7 and 8 shall expire five (5) years after the end date of this Agreement.

9.5 Each Programme Partner terminating this Agreement before the conclusion of the Programme will immediately cease all use of Background Information of another Party, as described in Article 5, and is bound to keep its own Background Information to be available for use by all Programme Partners during the Programme Term.

Article 10 - Governing Law & Dispute Resolution

10.1 This Agreement and the relationship hereunder between the Parties shall be exclusively interpreted in accordance with and governed by the laws of the Netherlands.

10.2 The Parties shall endeavour to settle amicably any and all disputes regarding or stemming from this Agreement. If an amicable solution cannot be reached, the disputes shall be brought exclusively before the court in The Hague, The Netherlands.

Article 11 – Warranties / Limitation of Liability

11.1 Each Programme Partner contributing Background Information affirms that, to the best knowledge of contributing Programme Partner: it has provided the Background Information as set forth in Article 5.1 correct and complete, however, on the basis of “as-is”, without any warranty in that respect.

11.2 Programme Partners do not accept any liabilities for damage or loss which arises due to the fact that the Results do not qualify for patenting or because rights of third parties are infringed when applying the Results.

11.3 Except in case of gross negligence or wilful misconduct, the maximum aggregate liability of a Programme Partner shall be equal to its share in the overall Programme Budget. Furthermore shall none of the Parties be liable for any indirect damage.

Article 12 – Amendments

This Agreement may not be amended, modified or terminated orally; no provision of this Agreement may be waived orally; and no amendment, modification, or waiver of any of the provisions hereof shall be binding unless in writing and signed by all Parties.

Article 13 – Waivers

The Parties each agree that the waiver by any Party of a provision or of a particular breach by one or more of the other Parties of any obligation, or the failure of a Party at any particular time to exercise any of its rights herein provided, shall not be deemed to constitute a waiver of any other provision or subsequent breach or to prejudice the exercise in future of any right.

Article 14 – Severability

If any covenant, obligation or term hereunder or the application of any part of this Agreement to any person, party or circumstance shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Agreement or the application of such covenants, agreements or obligations other than those which are held to be invalid or unenforceable shall not be

affected thereby; and each covenant, obligation and agreement contained herein shall be separately valid and enforceable to the full extent permitted by law. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering into this Agreement may be realized.

Article 15 – Force Majeure

None of the Parties will be responsible for delays resulting from causes beyond the reasonable control of such Party, including, without limitation, fire, explosion, flood, war, strike or riot; provided that the nonperforming Party uses its reasonable efforts to avoid or remove such causes of non-performance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed. Illness and disease of individuals involved in research activities to be performed in this Programme cannot be adduced as Force Majeure.

Article 16 – Notices

All notices, requests, demands and other communications to be given in accordance with this Agreement shall be given in writing and shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to the ISPT:

Stichting ISPT
Groen van Prinsterenlaan 37
3818 JN Amersfoort
The Netherlands
email: [redacted]@ispt.eu
Attention: [redacted]

if to WUR:

Wageningen University and Research
Physical Chemistry and Soft Matter
Stippeneng 4
6708 WE Wageningen
email: [redacted]@wur.nl
Attention: [redacted]

if to UvA:

Universiteit van Amsterdam

Science Park 904

1098 XH Amsterdam

The Netherlands

email: [redacted]@uva.nl

Attention: [redacted]

if to TUD:

Delft University of Technology

Building 58 - F2.410

Van der Maasweg 9

2629 HZ, Delft

The Netherlands

email: [redacted]@tudelft.nl

Attention: [redacted]

if to NWO: **THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO), DOMAIN SCIENCE**

Laan van Nieuw Oost-Indië 300, 2593 CE, Den Haag, The Netherlands

E [redacted]@NWO.NL

Attention: [redacted]

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

Article 17 – Assignment

The Parties shall not assign this Agreement or any part thereof without the prior written consent of the other Parties; provided, however, that a Party may assign this Agreement without such consent but with notification of the other Parties in connection with the transfer or sale of substantially its entire business to which this Agreement pertains (or in the event of its merger or consolidation with another company*).*

No assignment shall relieve any Party of responsibility for the performance of any accrued obligation which such Party then has hereunder.

Signature page

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

[redacted]

12th day of December 2017.

Stichting ISPT

[redacted]

[redacted]

Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Wageningen, this 12th day of December 2017,

Wageningen University, Department Agrotechnology and Food Sciences



Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Amsterdam, this 15 day of december 2017

Universiteit van Amsterdam, Institute of Physics



INSTITUTE OF PHYSICS
Science Park 904
Postbus 94485
1090 GL Amsterdam
The Netherlands

Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Delft , this 15th day of December 2017,

Delft University of Technology

[redacted]

Dean faculty of Applied Sciences

Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Den Haag, this 21 st day of December , 2017

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO), DOMAIN SCIENCE



APPENDICES TO THIS AGREEMENT

APPENDIX 1 – Programme Description

APPENDIX 2 – Granting letter NWO

APPENDIX 3 – 'NWO Subsidieregeling 2017' (in Dutch, and translation in English)

APPENDIX 4 – Financial Arrangements

APPENDIX 5 – Handling of Results and IP rights

APPENDIX 1 Programme Description

[IPP proposal as submitted, ENWF 17.0361]

APPENDIX 2 – Granting Letter NWO

APPENDIX 3 – ‘NWO-Regeling Subsidies’ (in Dutch, and translation in English)



NWO Regeling Subsidies

Versie 1 december 2015

Den Haag, december 2015
Nederlandse Organisatie voor Wetenschappelijk Onderzoek



NWO Regulation on Granting

Version 1 December 2015

N.B.: This document is a translation of the Dutch text entitled 'NWO Regeling Subsidies'. In the event of any difference of opinion as to the interpretation of the content, the original Dutch version will prevail.

The Hague, December 2015
Netherlands Organisation for Scientific Research

APPENDIX 4 – Financial Arrangements

NWO file number: 680-91-012.

Programme title: Controlling multiphase flow.

Programme Leader:

Programme Description: attached as Appendix 1.

Grant of NWO to this Programme (dd. 30-10-2017, corr.nr.2017/ENW/00333668): copy attached as Appendix 2.

Granted budget* (Maximum Subsidy) to this Programme a total of € 1.581.961 (in words one million five hundred and eighty one thousand nine hundred and sixty one EURO).

Programme Management Costs NWO: € 70.000 (seventy thousand).

Total cash Budget (Granted Budget plus Programme Management Costs NWO): € 1,621,961 (in words one million six hundred and fifty one thousand nine hundred and sixty one EURO).

Total Programme Budget (Total cash Budget plus In-Kind Contributions): € 1,621,961 (in words one million six hundred and fifty one thousand nine hundred and sixty one EURO).

* The Granted Budget is subject to the general conditions set forth in the "NWO-Regeling Subsidies" prevailing at the moment of granting of the Programme (= version dated "May 2017"), attached as Appendix 2 to this Agreement, and the additional conditions specified in the Grant of NWO to this Programme, attached as Appendix 2.

** The "TKI-allowance" is subject to the conditions set forth in the "TKI-Toeslagregeling" prevailing at the moment of granting of the TKI-allowance.

Private Partner to this Programme and its Financial Contribution to the Programme budget

ISPT:

a total amount of € 1,055,000 (in words one million and fifty five thousand EURO), which will be part of the Total cash Budget as described above.

The contribution by ISPT consists of two parts. Part 1: € 550,000 (in words five hundred fifty thousand EURO) from private origin, in particular from Shell, Unilever, and Evodos.

.

From this budget ISPT will use 45,000 (in words forty five thousand EURO) to cover its own programme management costs (ISPT coordinates the financial commitment from companies, allocation and determination of TKI-allowance, project management tools as a platform to share information, publication workflow).

Part 2: € 550,000 (in words five hundred fifty thousand EURO) as TKI-allowance, to be applied for with the Dutch government.

In total, this amounts to € 1,055,000 (in words one million and fifty five thousand EURO), which will be part of the Total cash Budget as described above.

Planning allocation TKI-allowance
The end date of the TKI-allowance that is allocated to this Programme is March 1, 2020. At that moment the Programme shall still be running. To be able to determine the TKI-allowance at that moment in the Programme the following documents are required on May 1, 2020:

- Final report in conformity with the RVO format (will be based on the midterm review).
- Statement of the auditor from the Knowledge Institutes for the costs realised from the start of the Programme until March 1, 2020 or integration of the Programme in the annex of the annual report of the Knowledge Institute in accordance with SISA (Single Information Single Audit).

The Programme Leader will provide the final report. The Knowledge Institutes will provide the financial reports. These documents will be reported to ISPT.

The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in five (5) equal parts. The first payment shall be remitted within forty-five (45) days after the Effective date, as invoiced by NWO to the (respective) Private Partner(s).

The Private Partner(s) receive(s) invoices to remit its/their Financial Contributions that include its/their share in the program management and networking costs on the following dates:

- Effective date (in year 2017),
- 1st October 2018
- 1st October 2019
- 1st October 2020
- 1st October 2021

Invoicing procedure

NWO will send to the Private Partners digital invoices. To this end, Private Partners will provide to NWO the following information:

ISPT:

- Name financial contact:
- Telephone number financial contact: 033
- Postal and email addresses to be used: Groen van Prinstererlaan 37, 3818JN Amersfoort, ispt.eu
- Purchase Order number if required: TBD
- Any other relevant details: N/A

For Private Partners that create (a) purchase order(s) or a vendor/client number, NWO provides the following information:

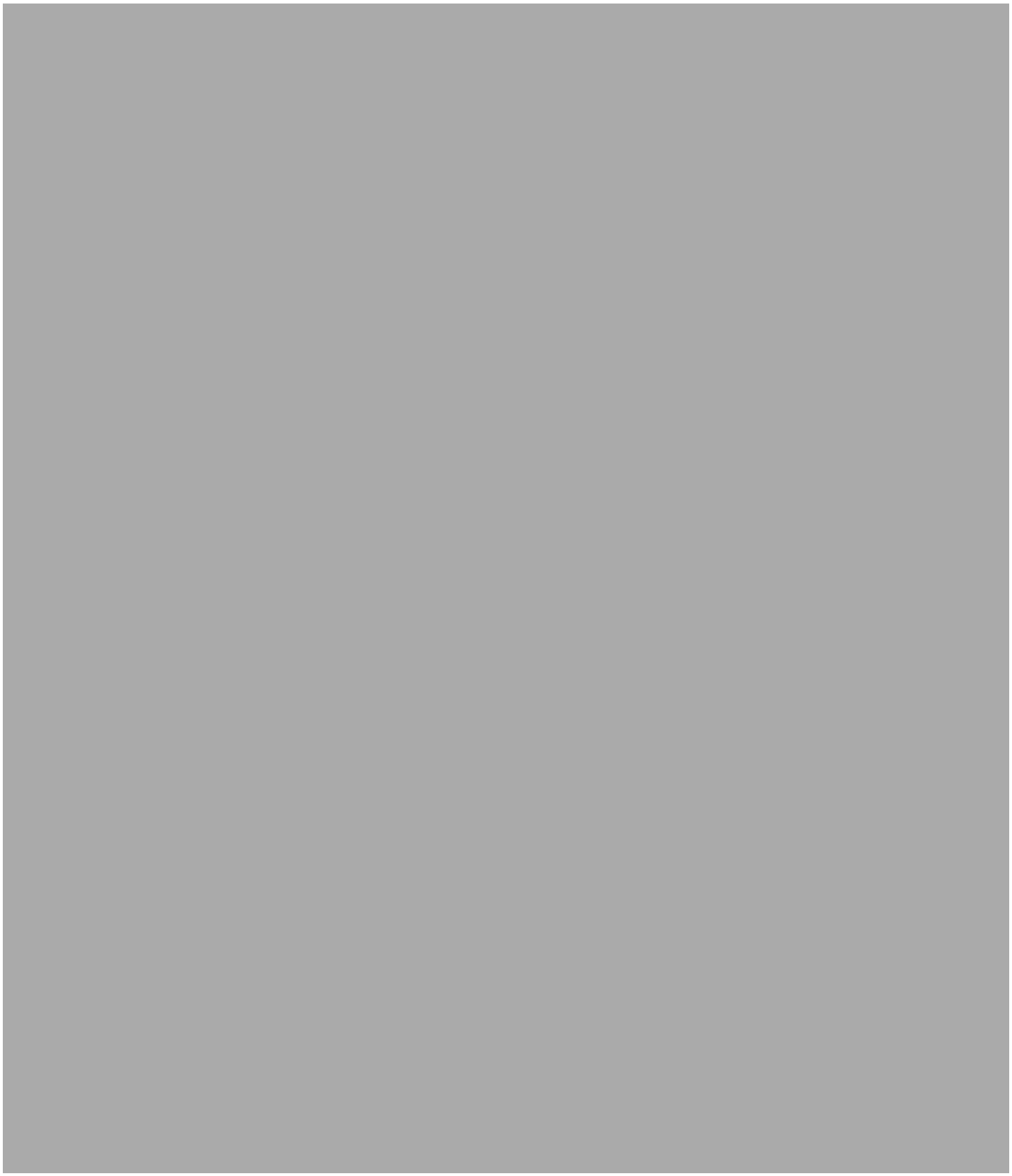
The financial contribution is free of VAT

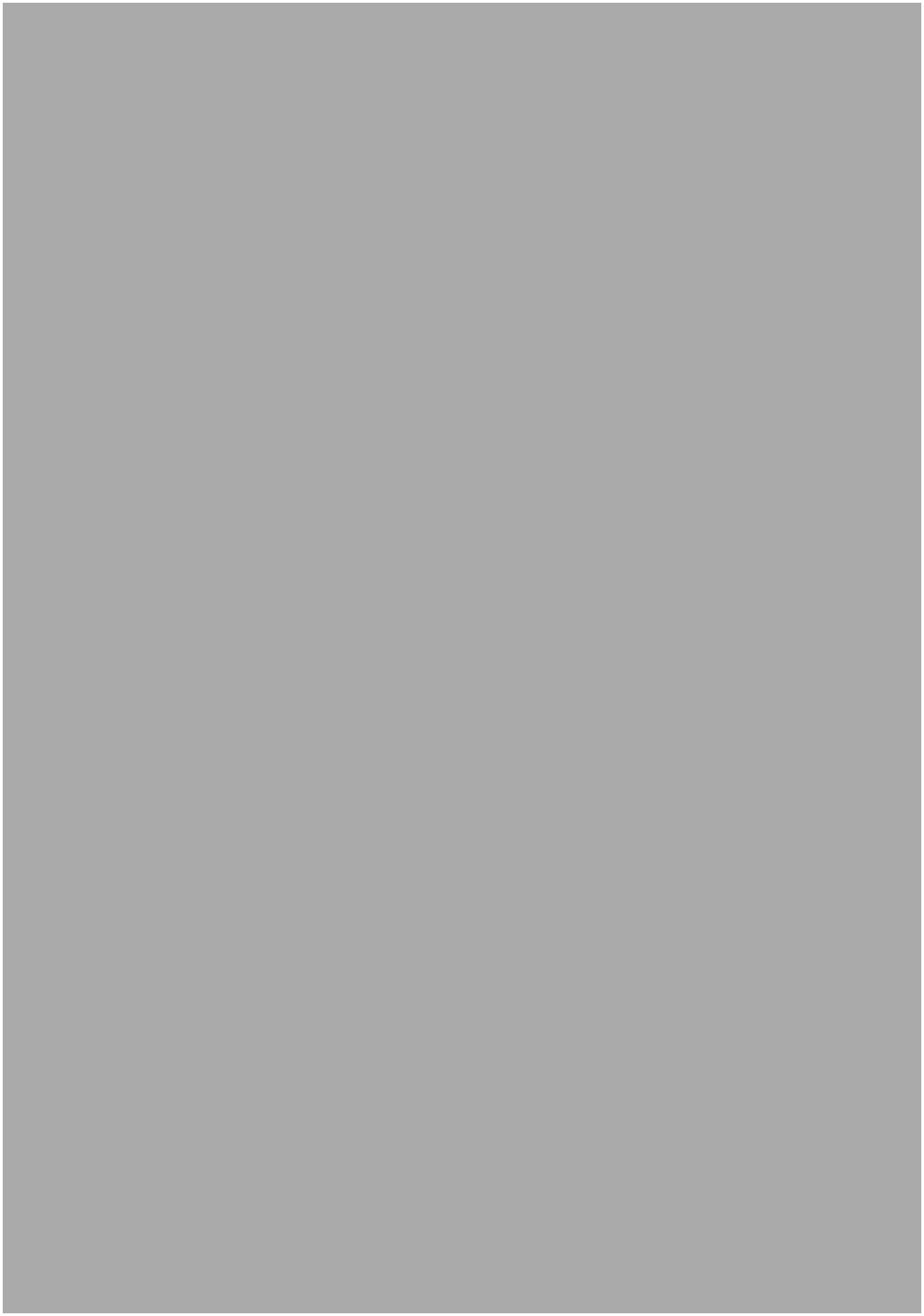
Address:

Netherlands Organisation for Scientific Research
Laan van Nieuw Oost-Indië 300
2593 CE The Hague
P.O. Box 93138
2509 AC The Hague, The Netherlands
www.nwo.nl
IBAN:
BIC , Rotterdam
CoC
VAT

Email addresses to be used:
@nwo.nl; @nwo.nl

APPENDIX 5 – Handling Results and IP rights







1. *Title of the proposed IPP programme*

Controlling multiphase flow

2. *Applicants and industrial partners*

[redacted] **programme leader)**
[redacted] Wageningen University
Stippeneng 4, 6708 WE, Wageningen
e-mail: [redacted]cht@wur.nl
Tel. +[redacted]

P[redacted]
Van der Waals-Zeeman Instituut, University of Amsterdam
e-mail: [redacted]@uva.nl

D[redacted]
Van der Waals-Zeeman Instituut, University of Amsterdam
e-mail: [redacted]@uva.nl

[redacted]
Debye Institute for Nanomaterials Science, Utrecht University
e-mail: [redacted]@uu.nl

[redacted] Wageningen University
e-mail: [redacted]@wur.nl

[redacted] Wageningen University
e-mail [redacted]@wur.nl

[redacted]
Department of Chemical Engineering, Delft University of Technology
e-mail: [redacted]@tudelft.nl

[redacted] Wageningen University
e-mail: [redacted]@wur.nl

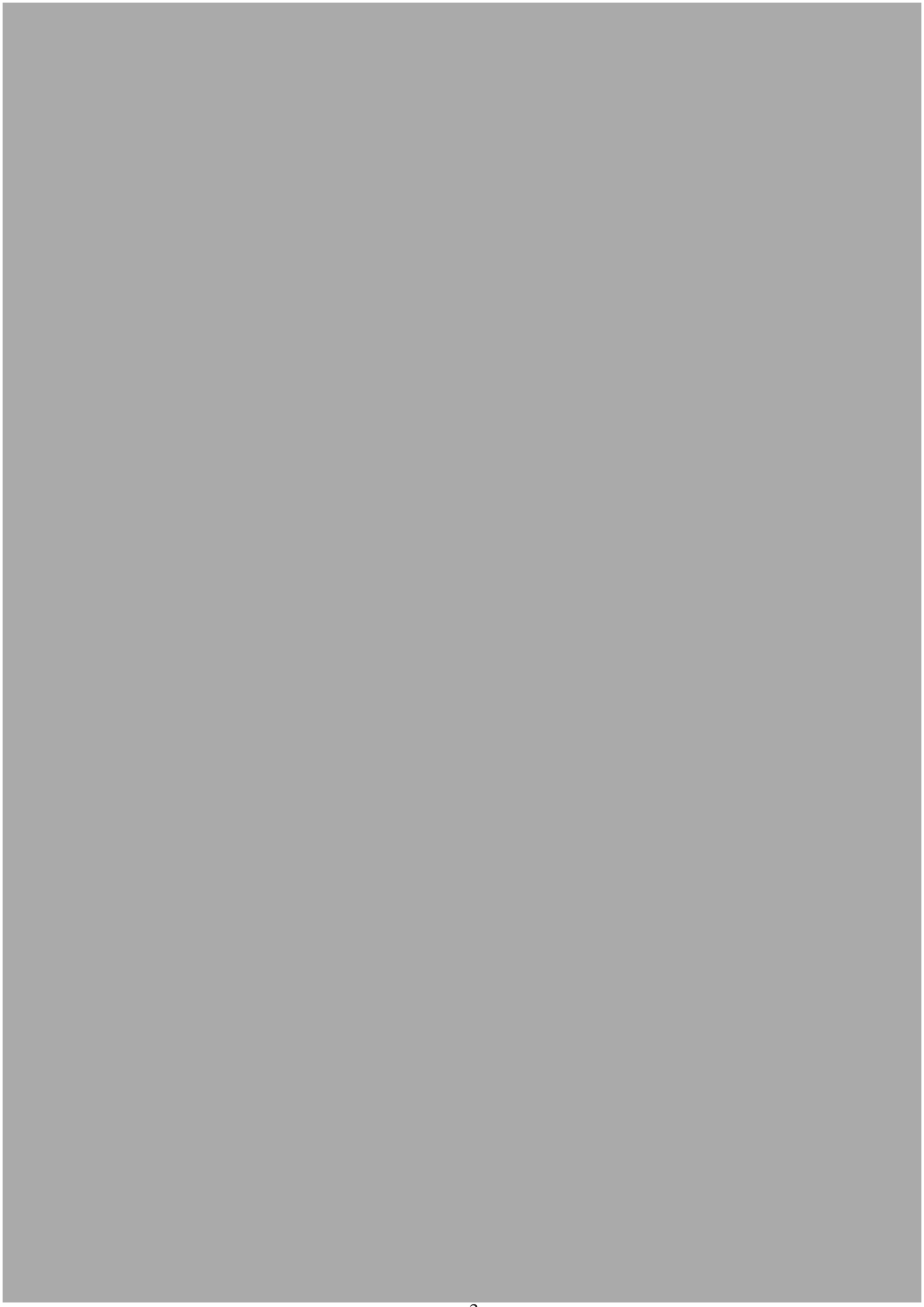
Industrial partners:

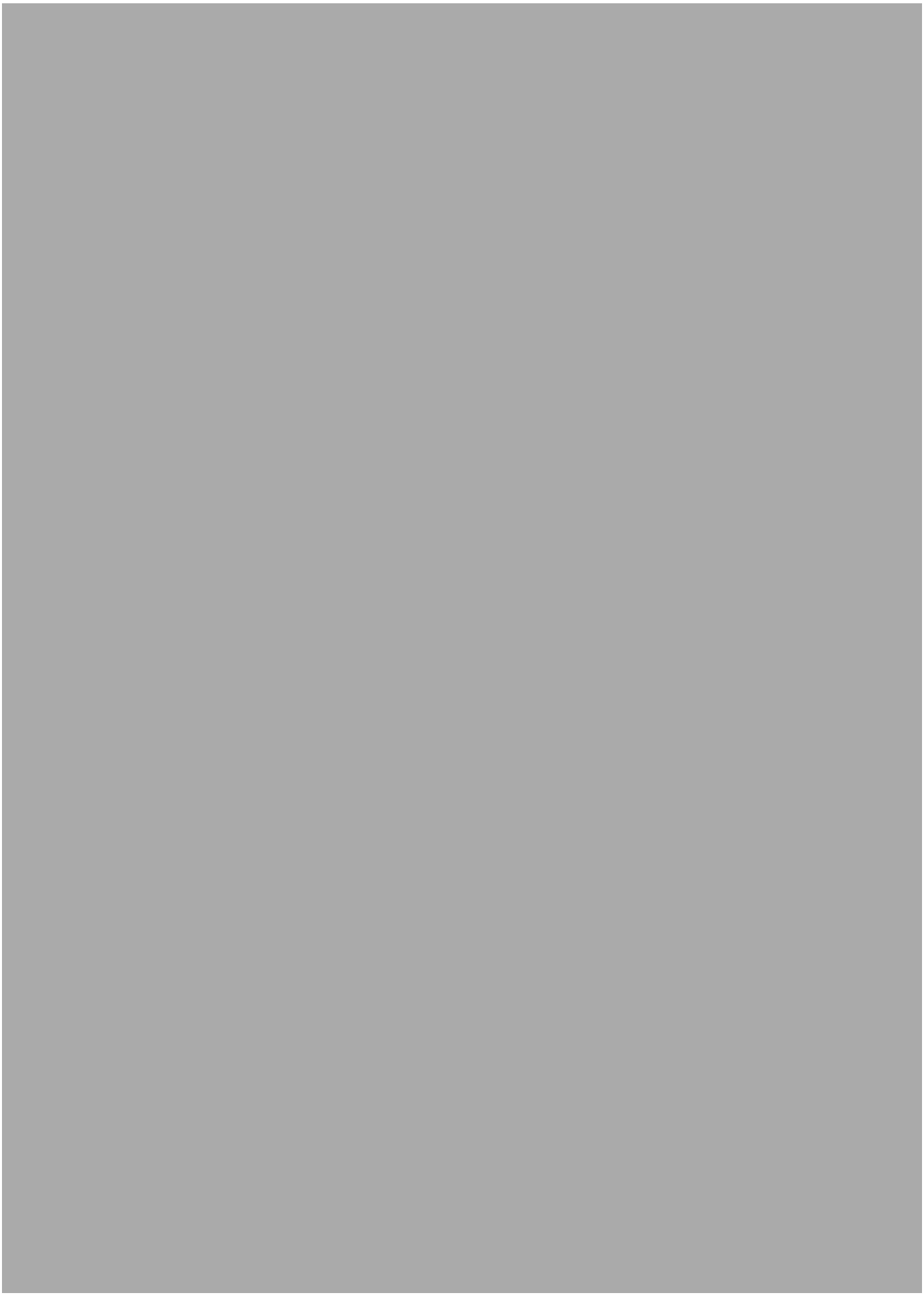
[redacted]
Shell Technology Center, Amsterdam
e-mail: [redacted]@shell.com

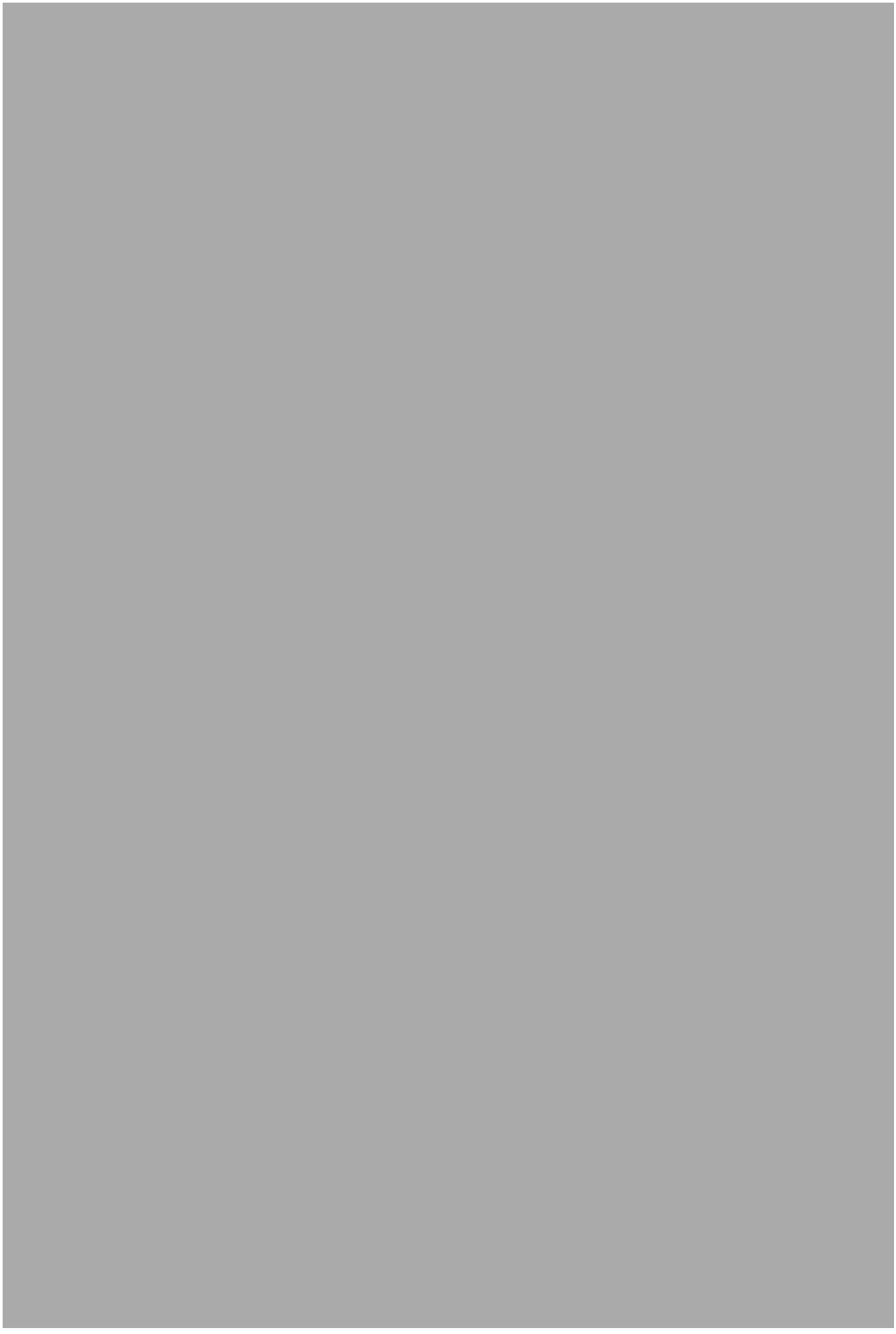
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e-mail: [redacted]@unilever.com

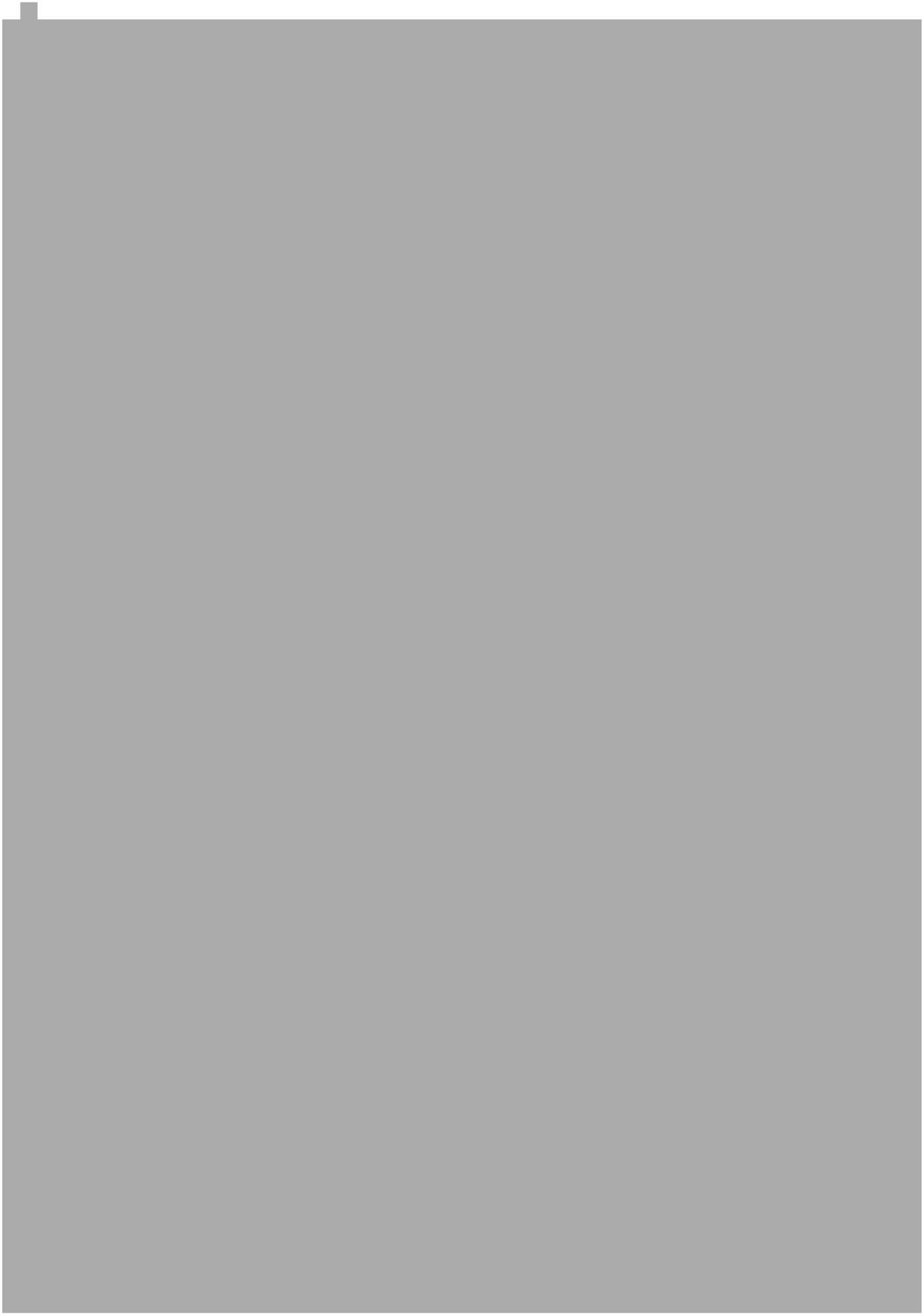
[redacted]
Evodos BV, Raamsdonksveer
e-mail: [redacted]@evodos.eu

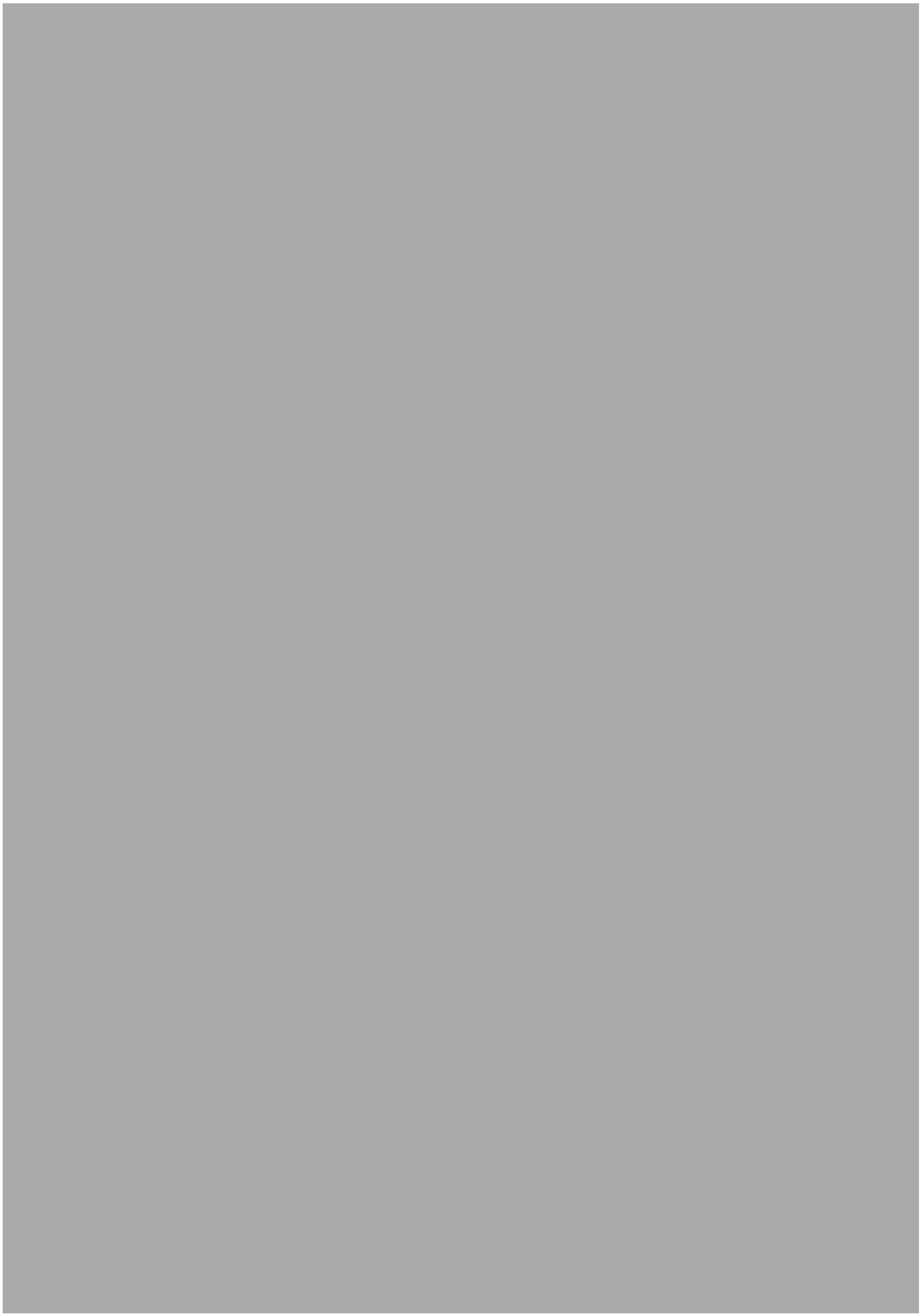
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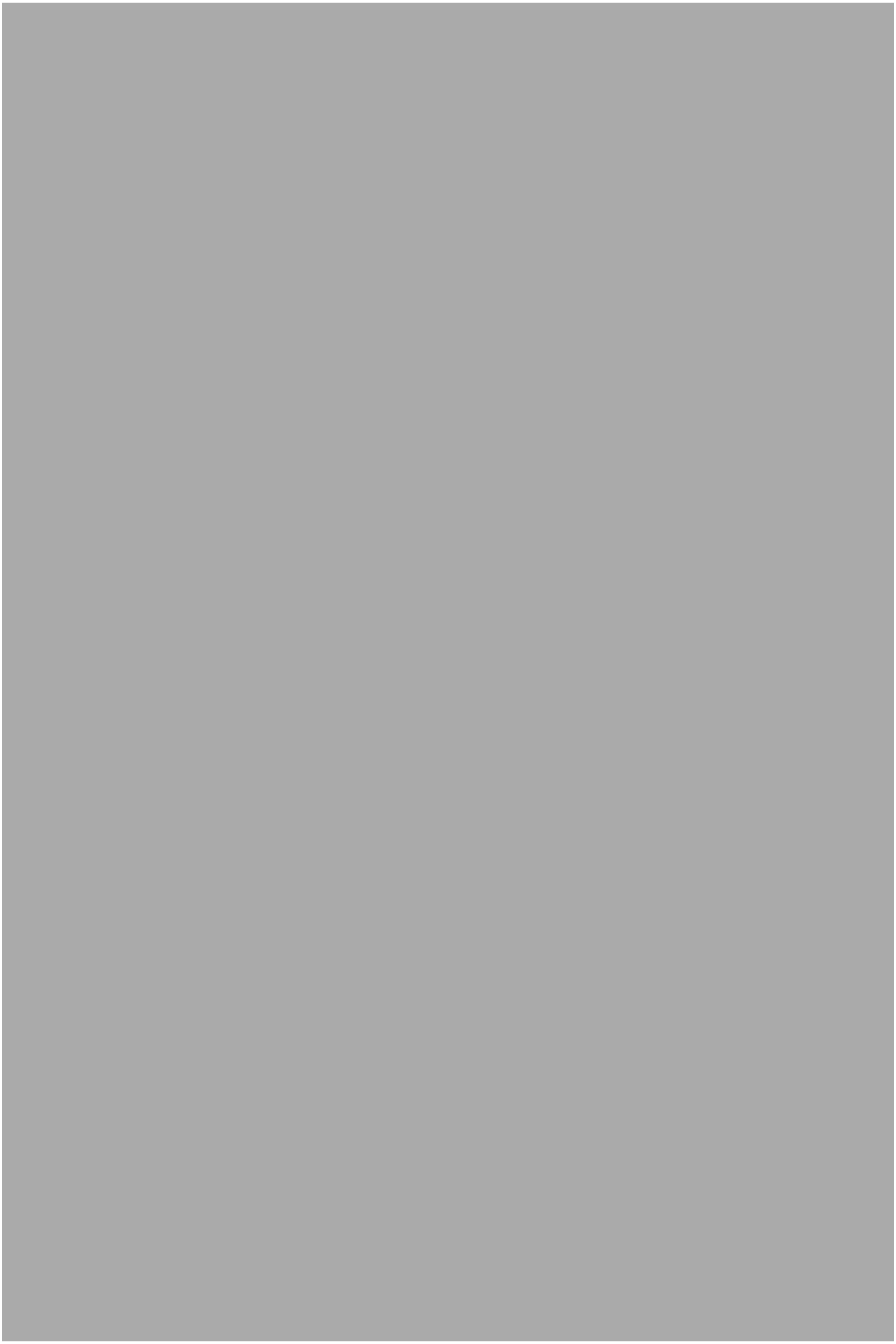


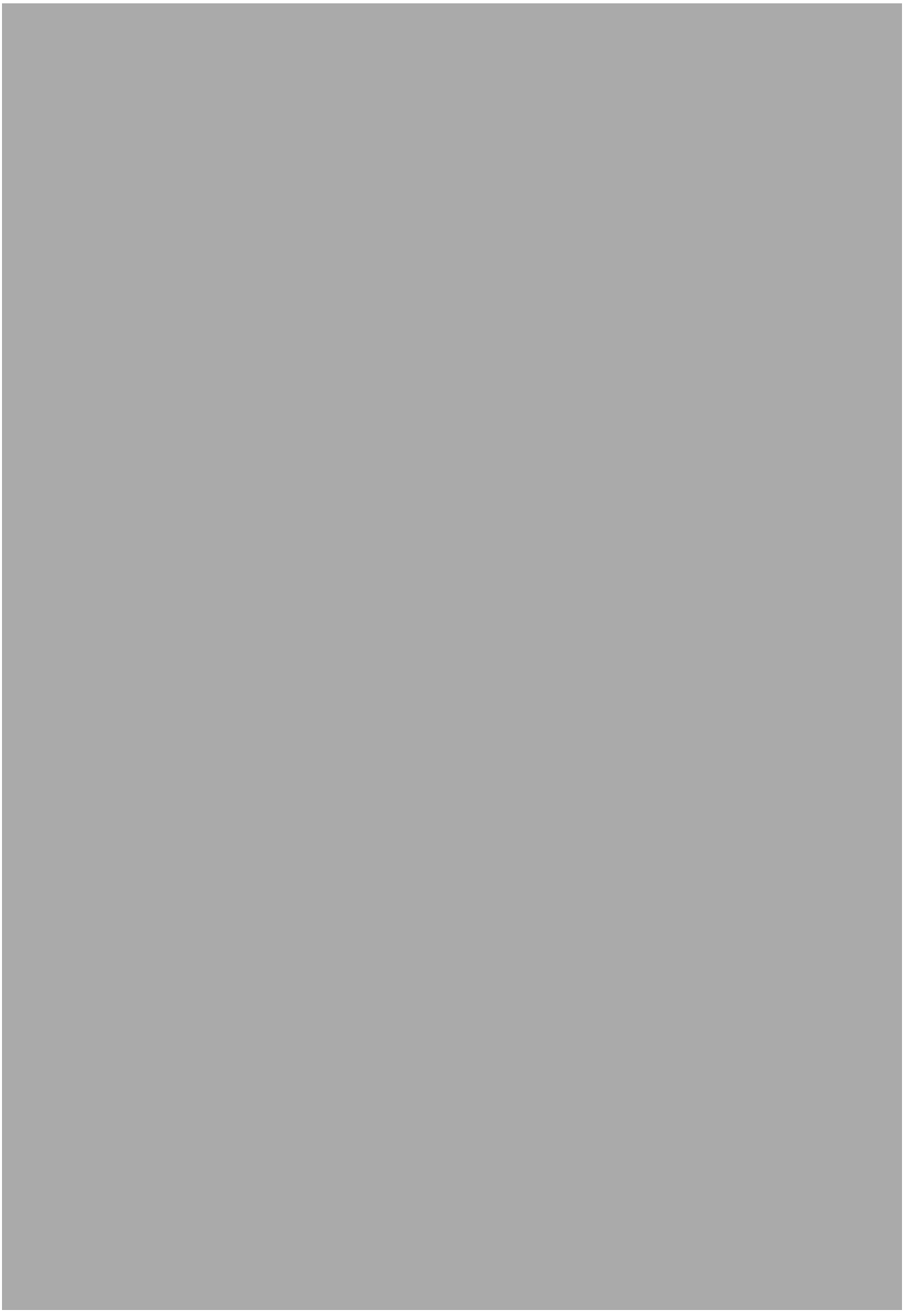


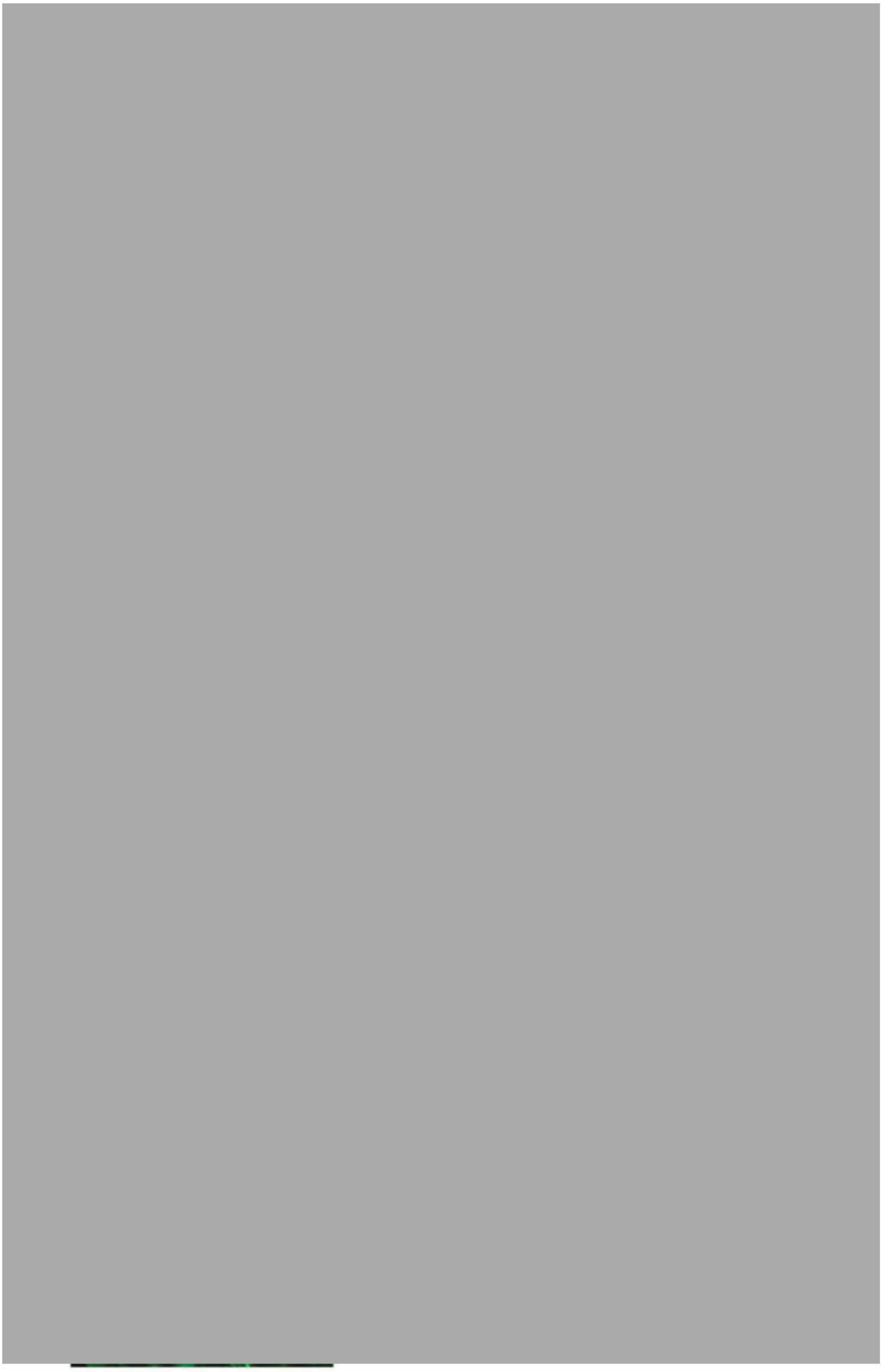


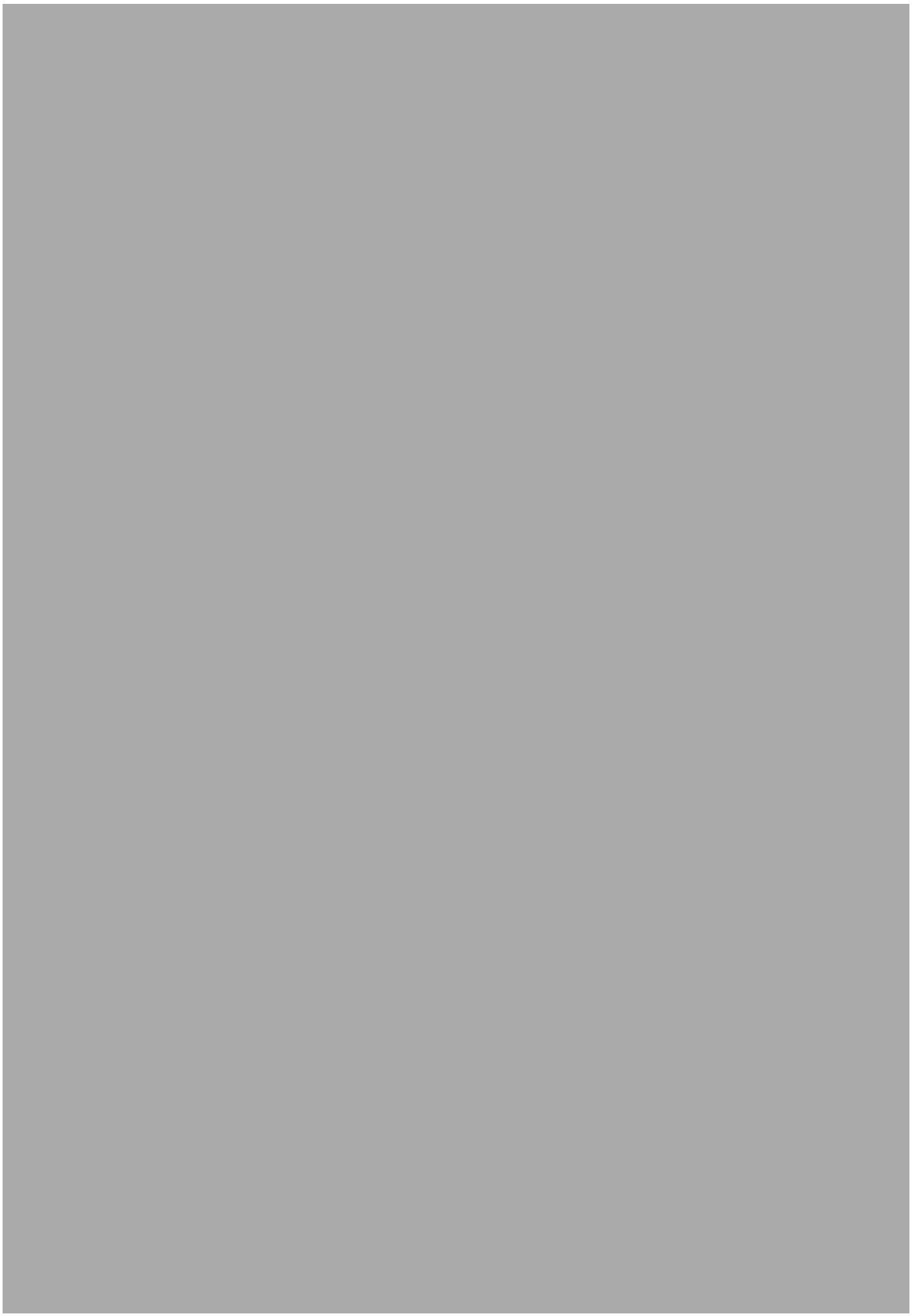


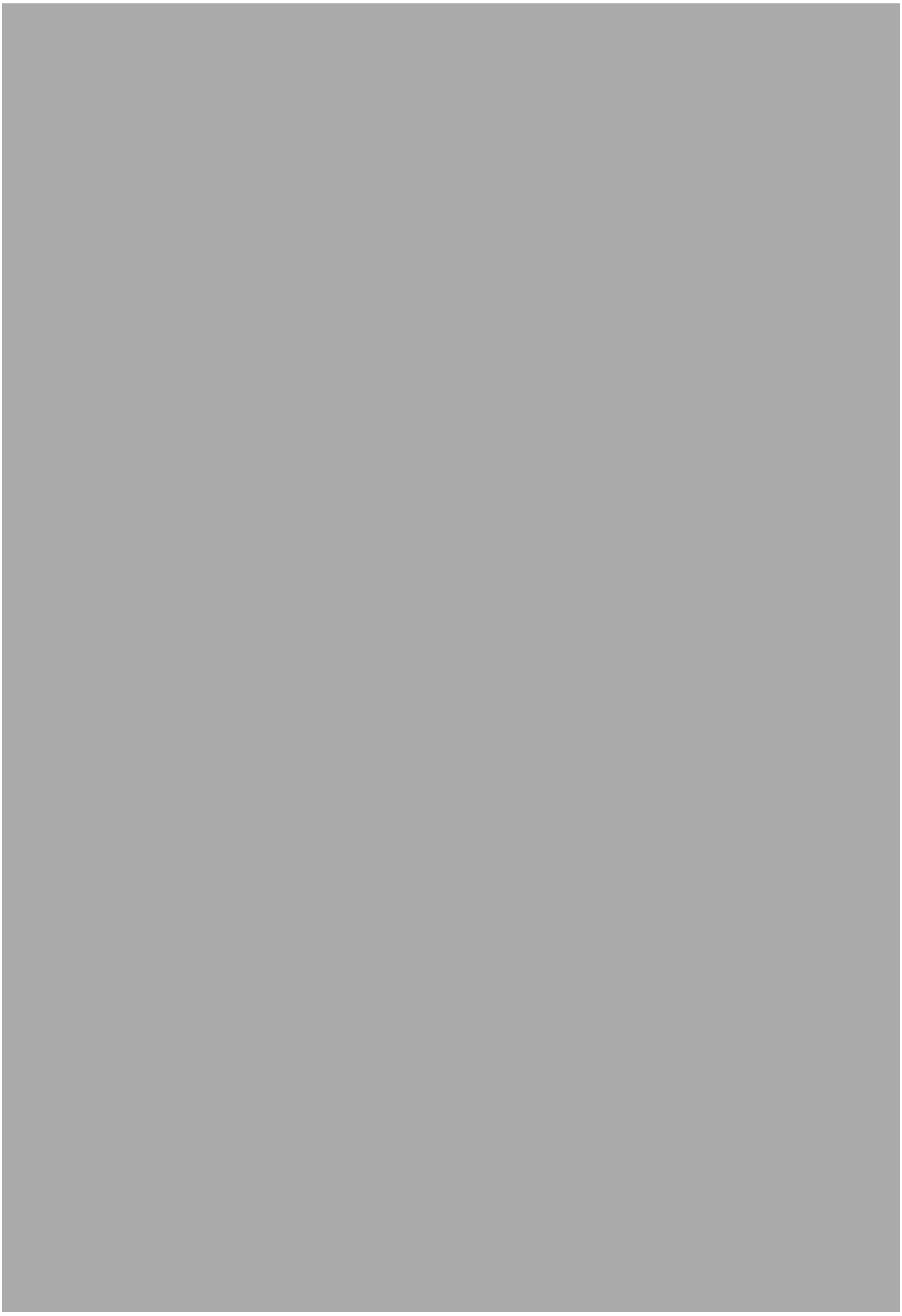


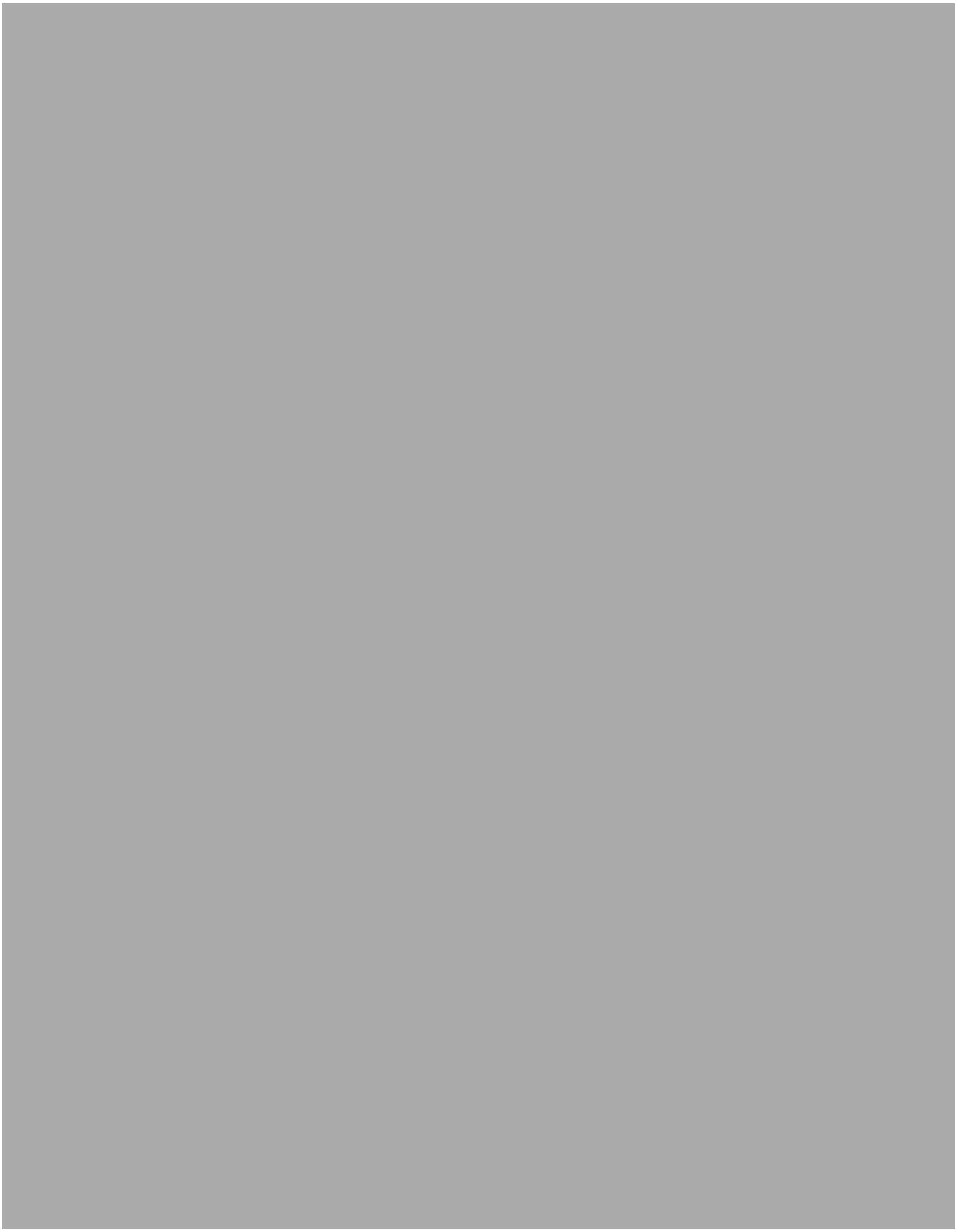


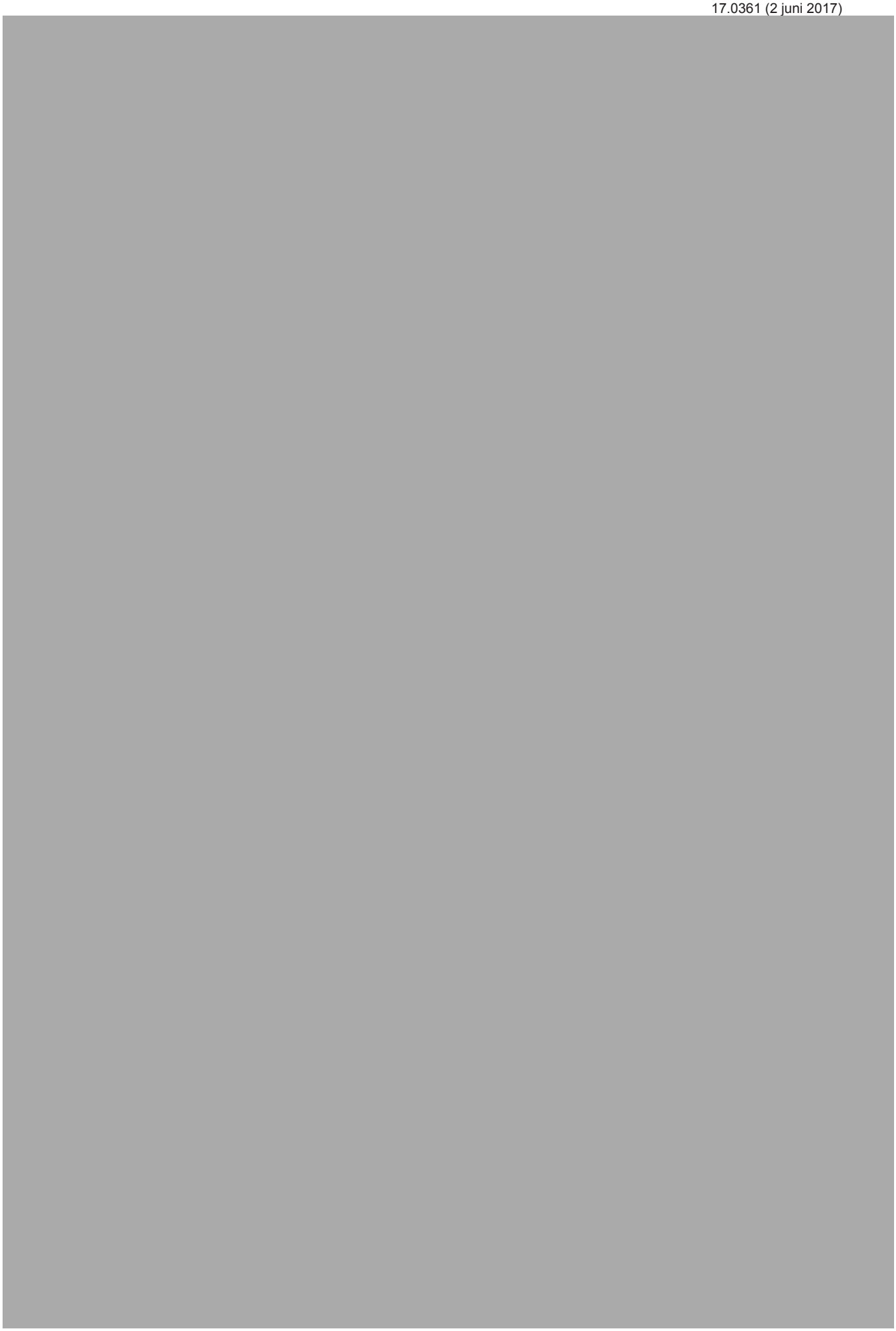


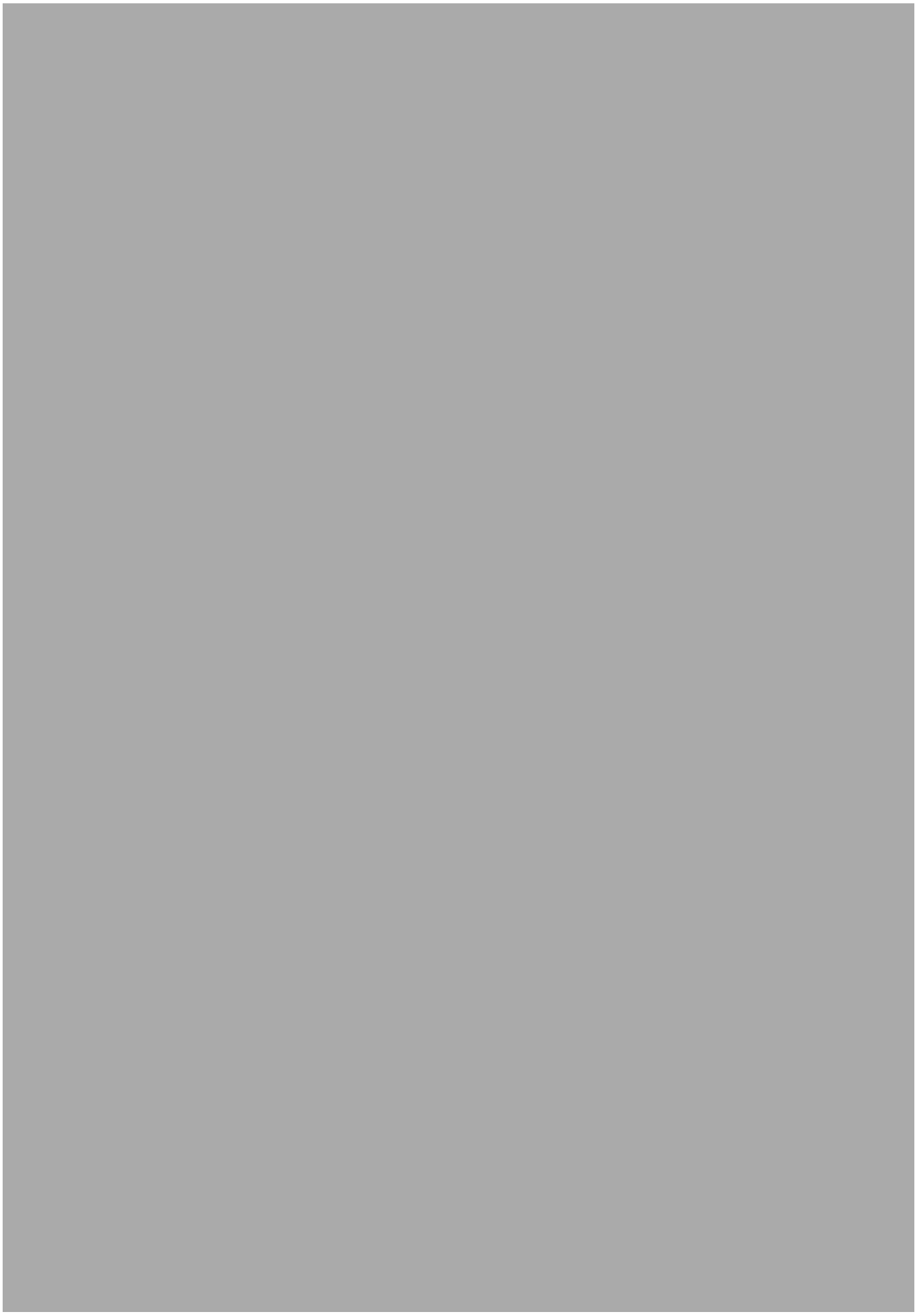


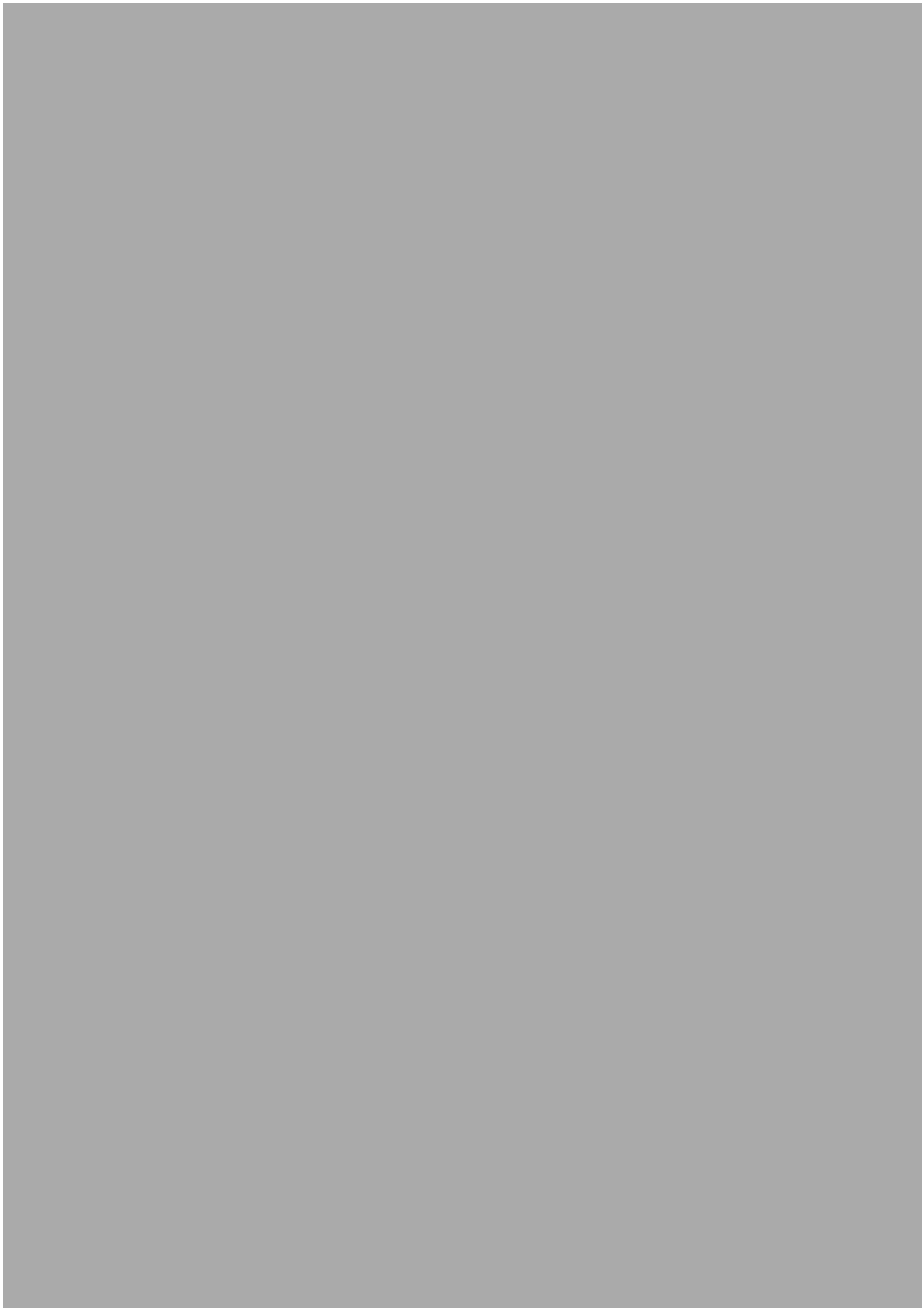


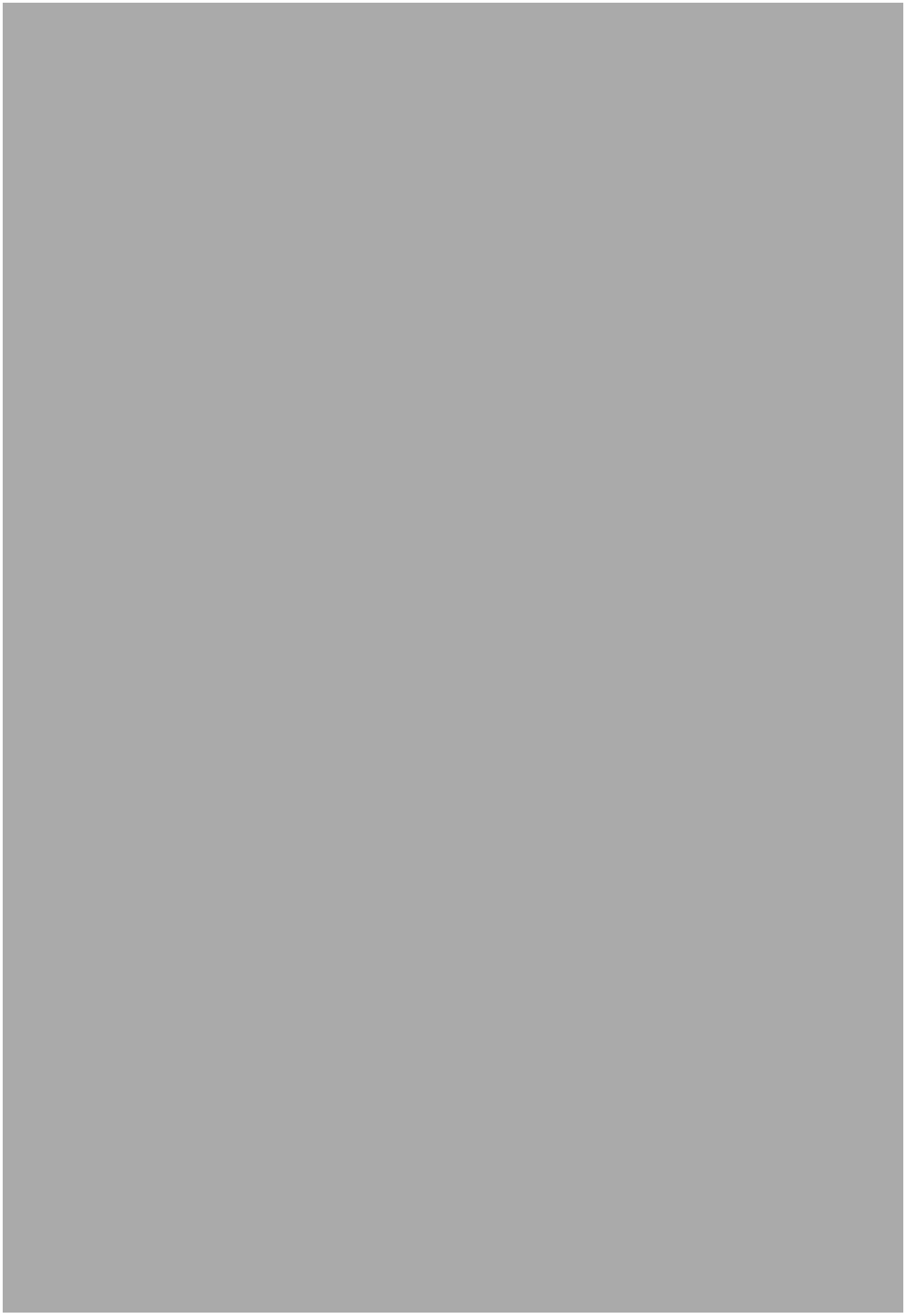


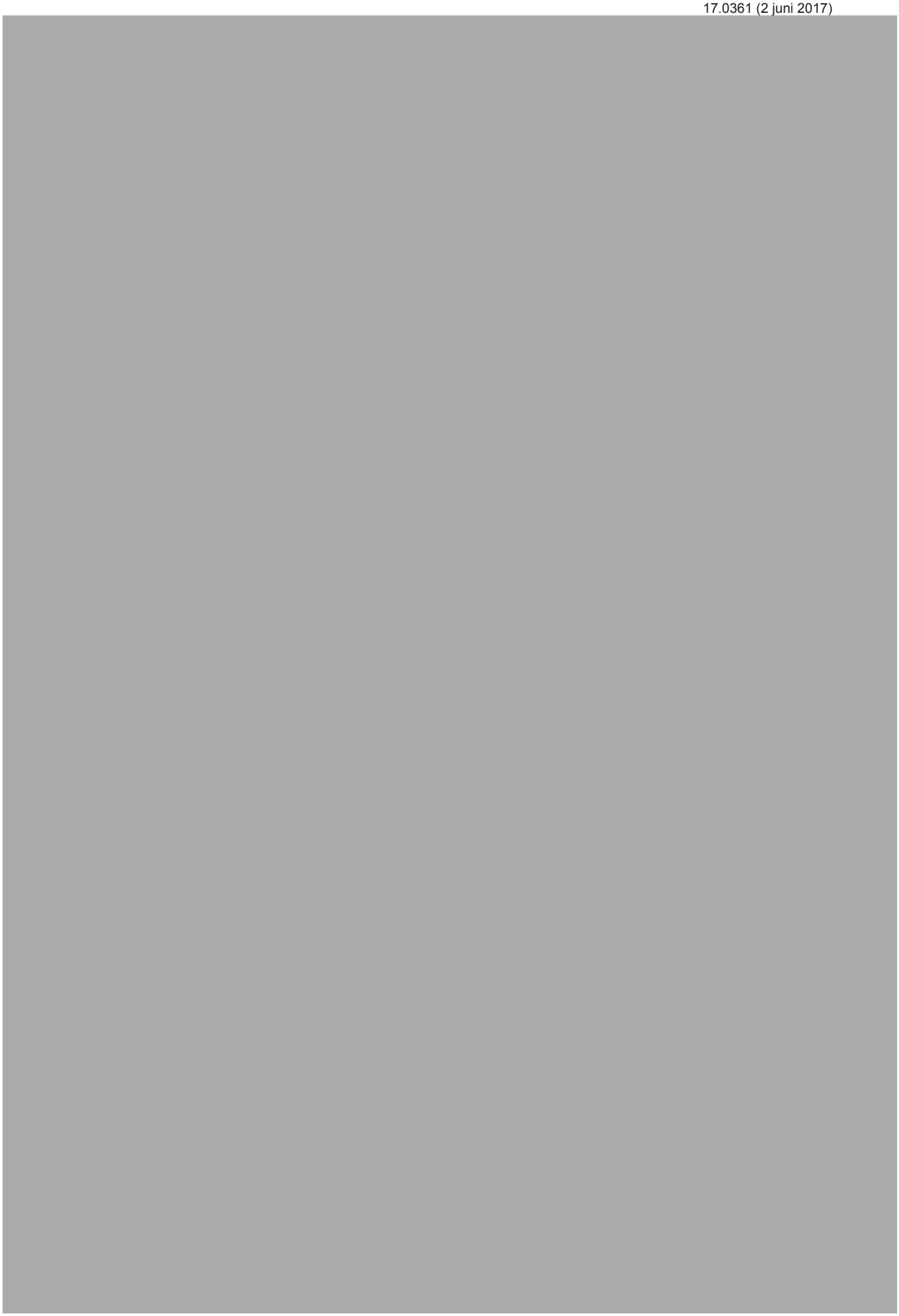


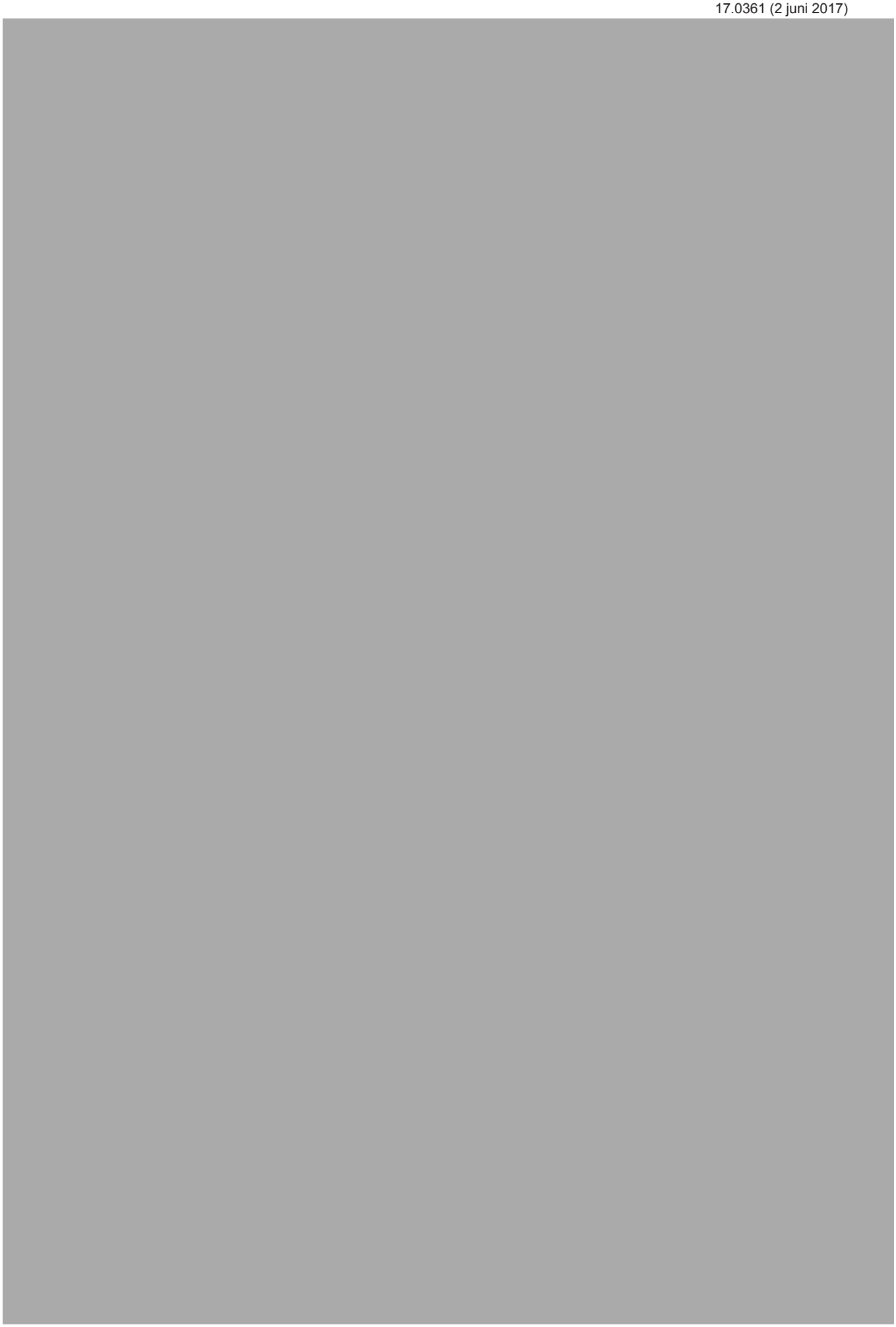


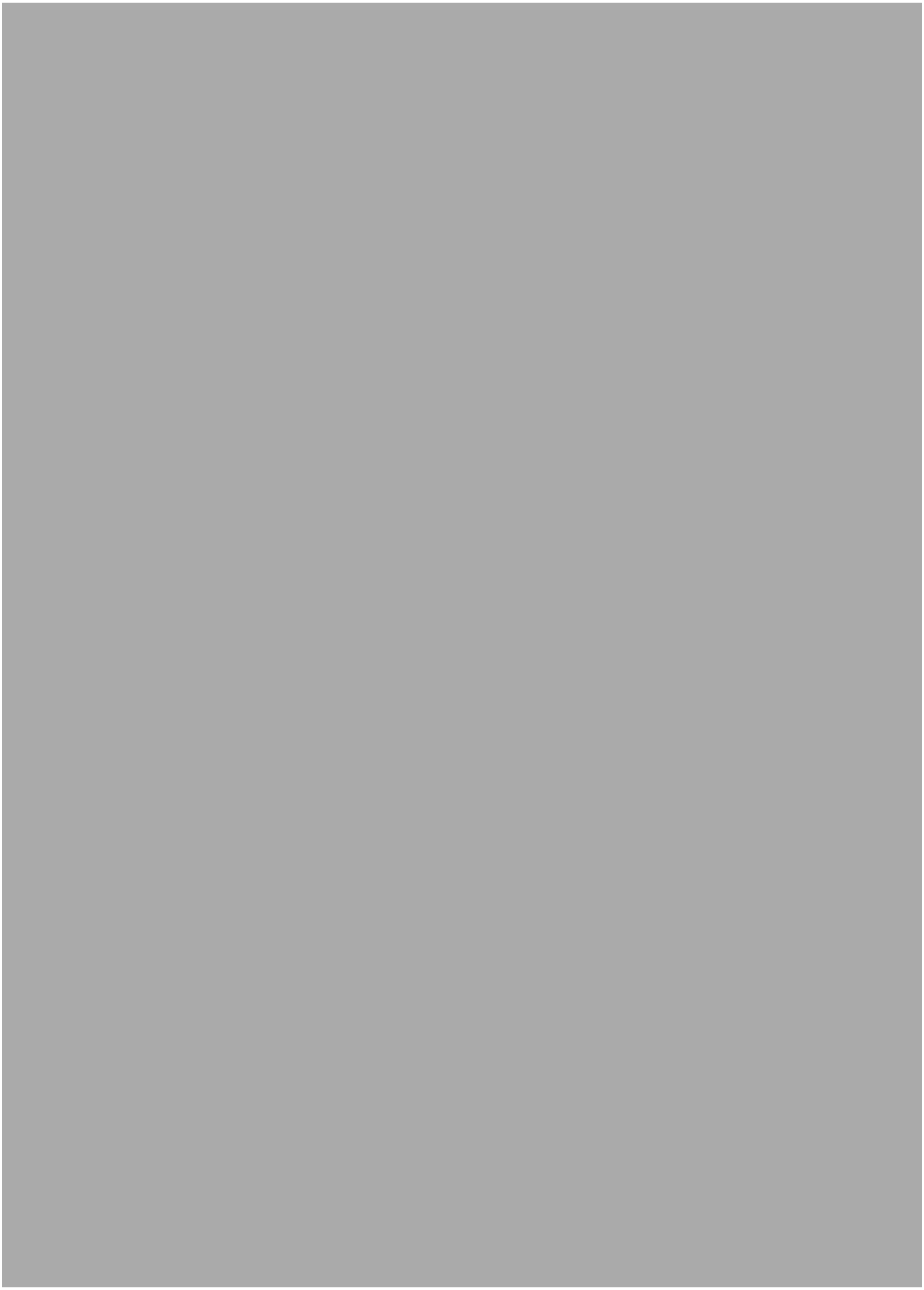


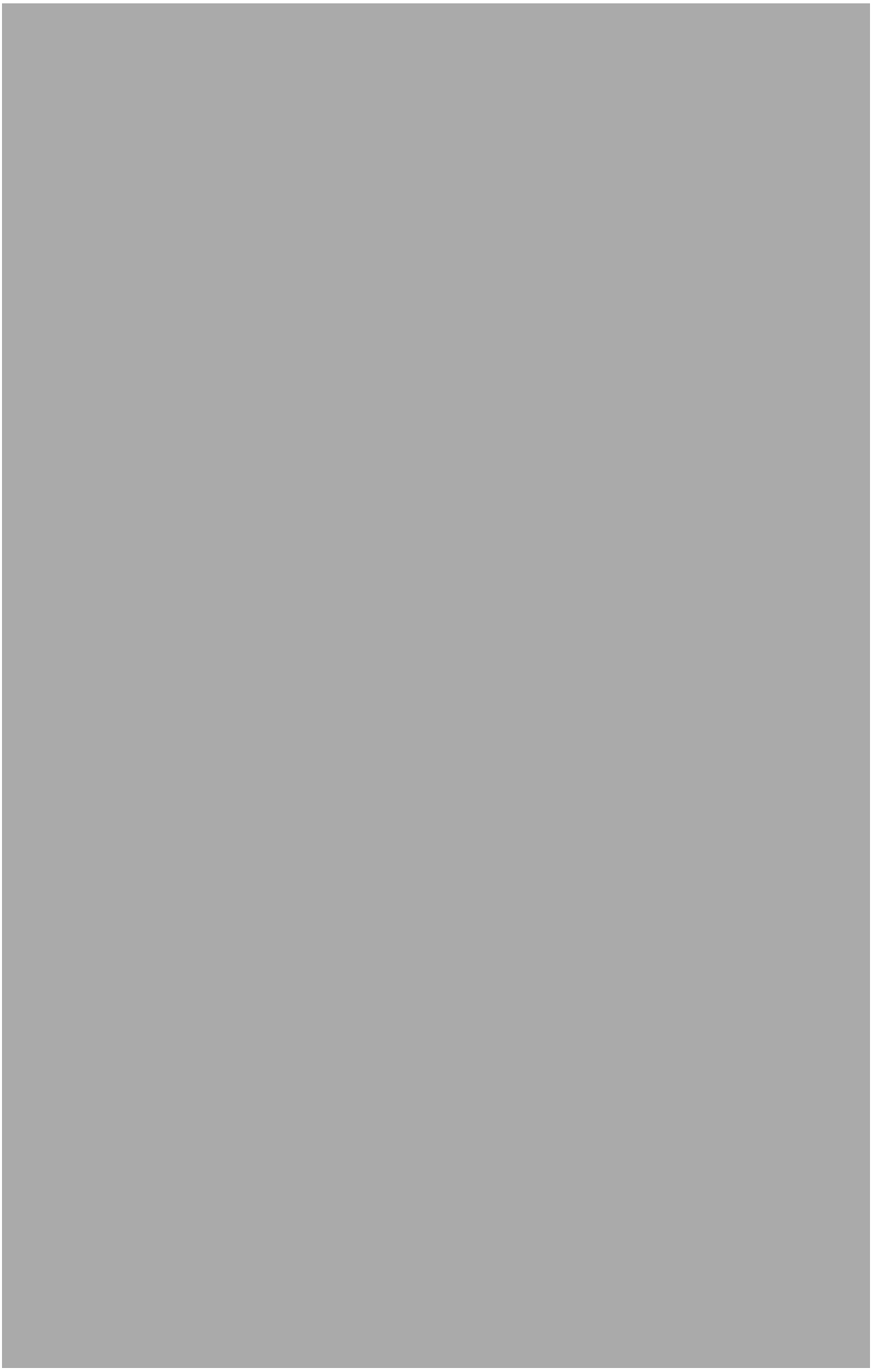


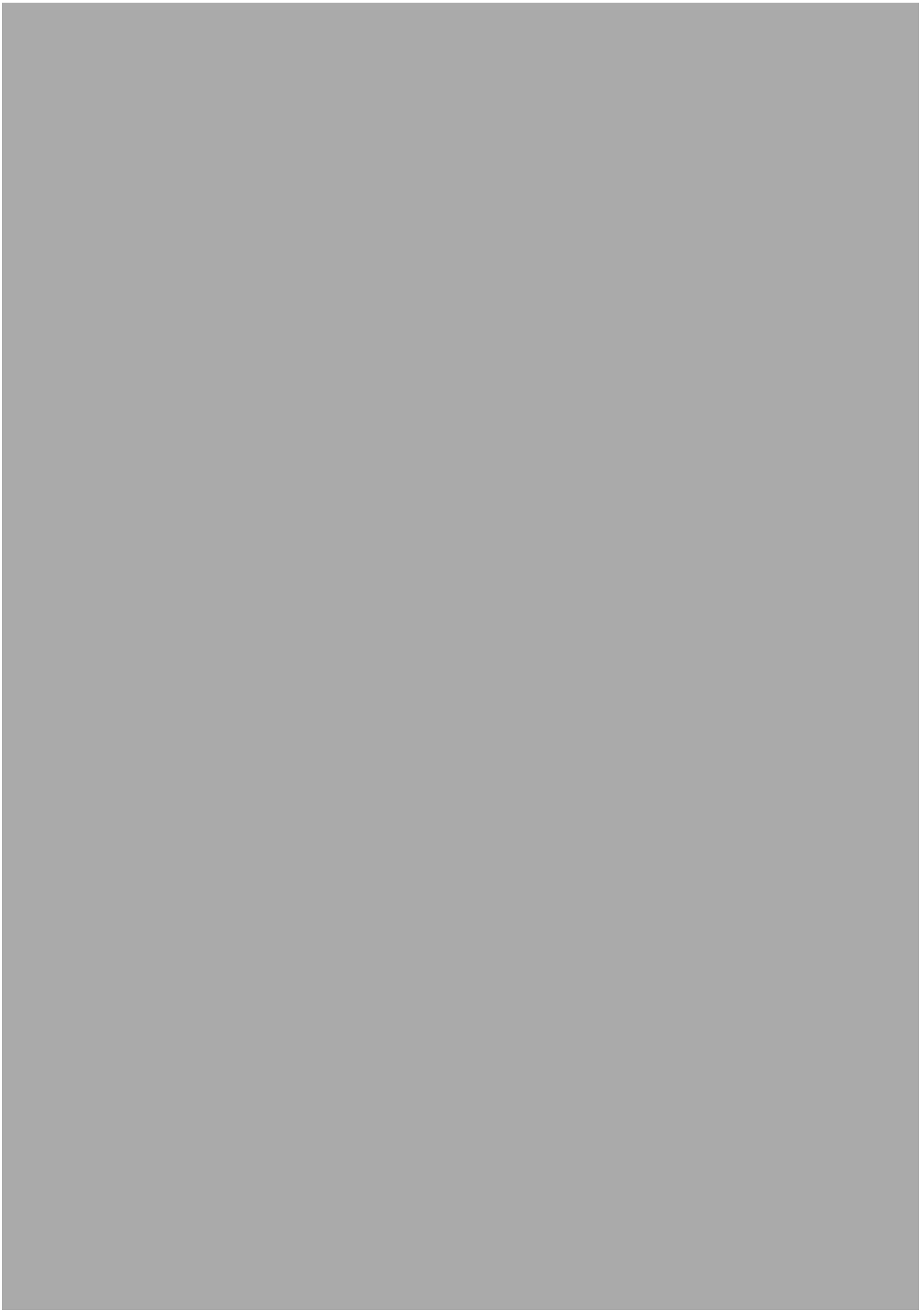


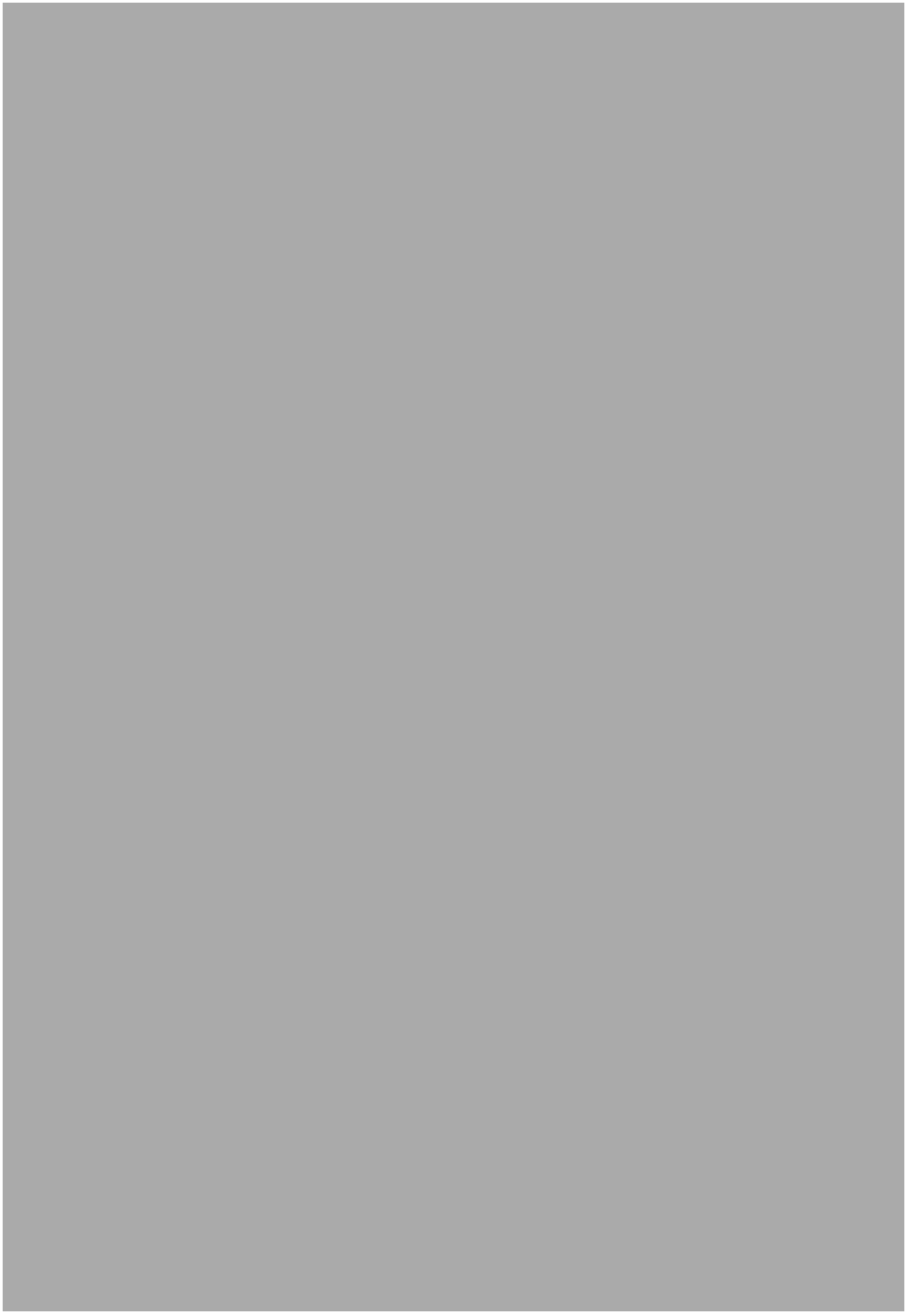


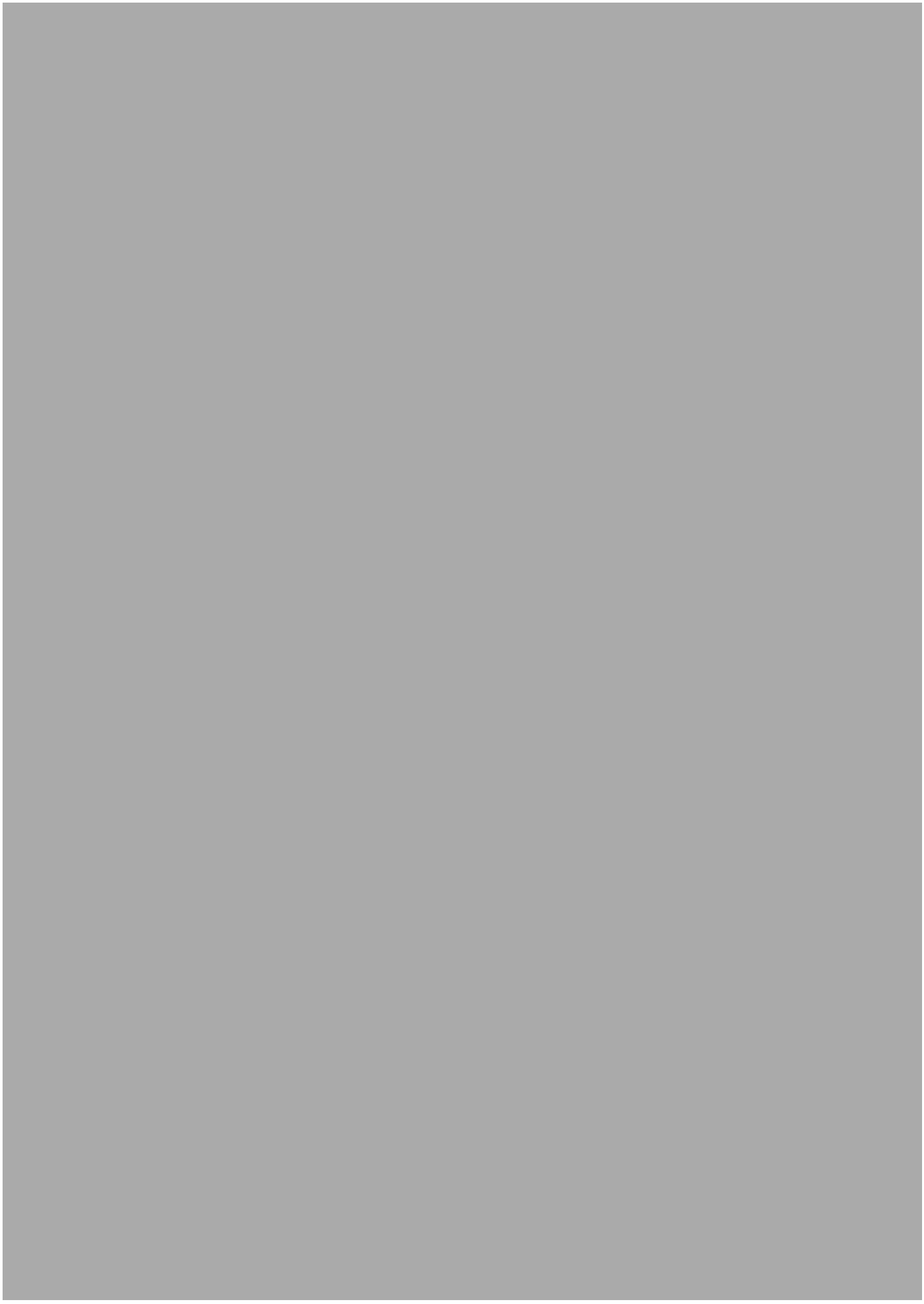


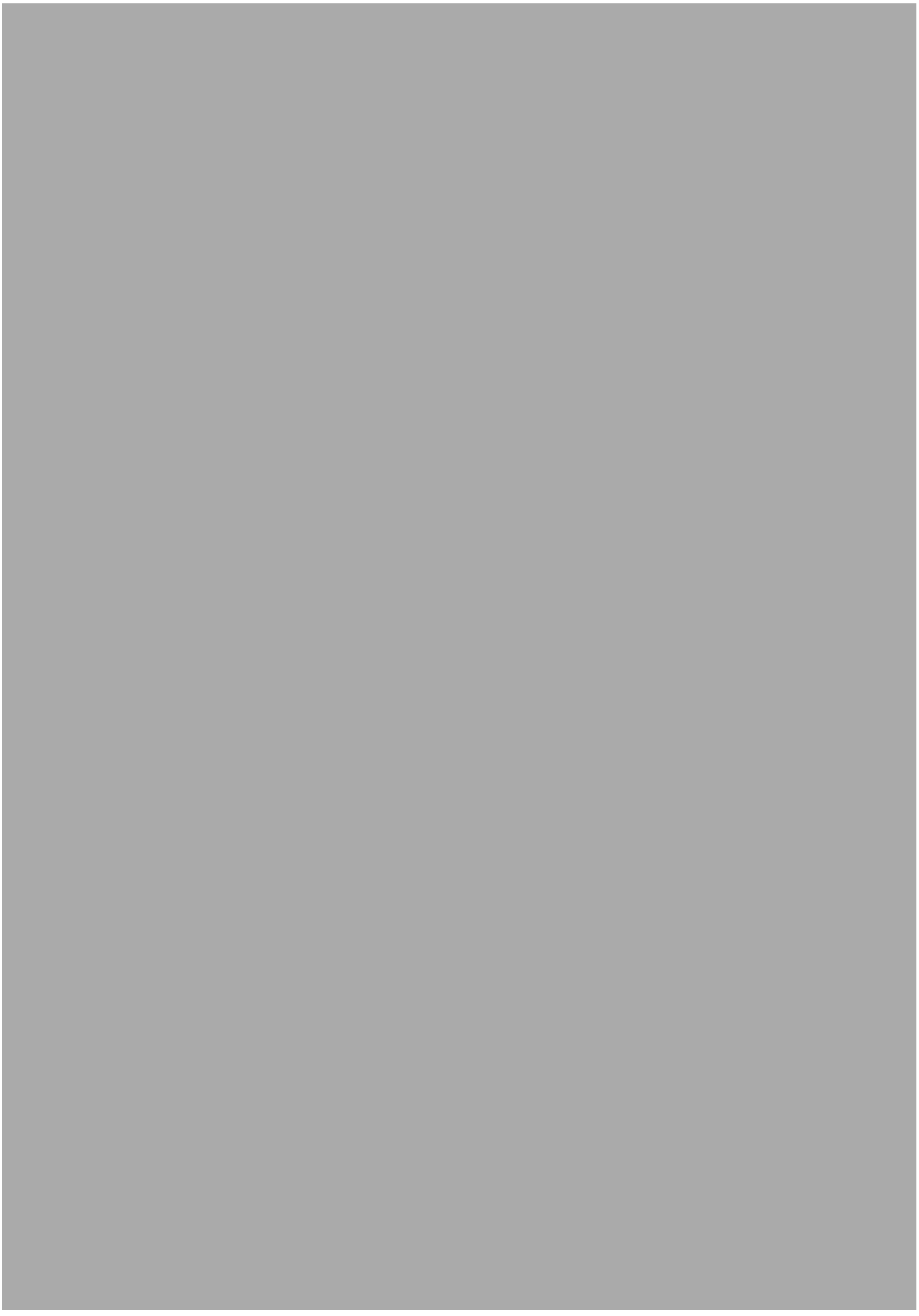


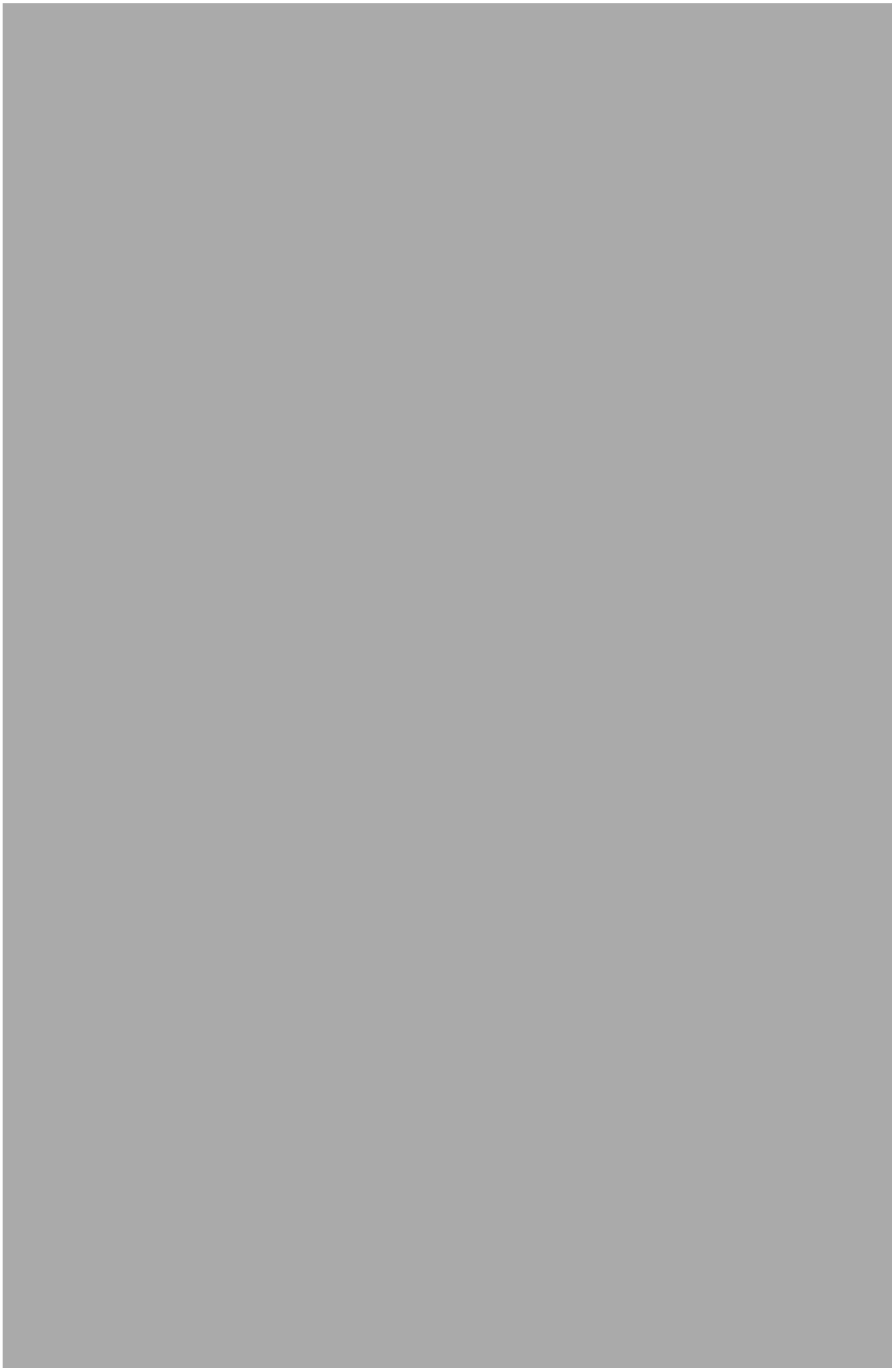


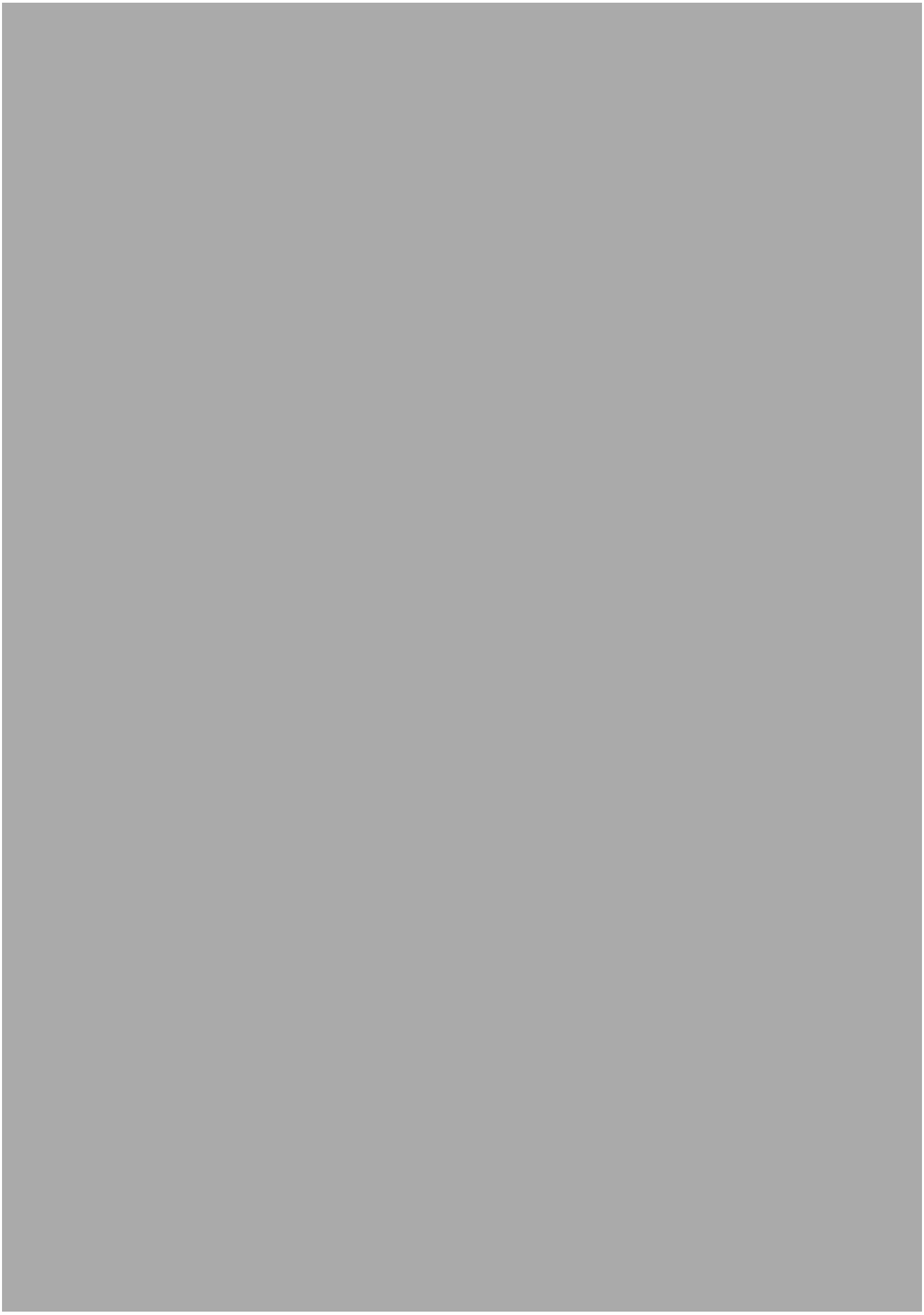


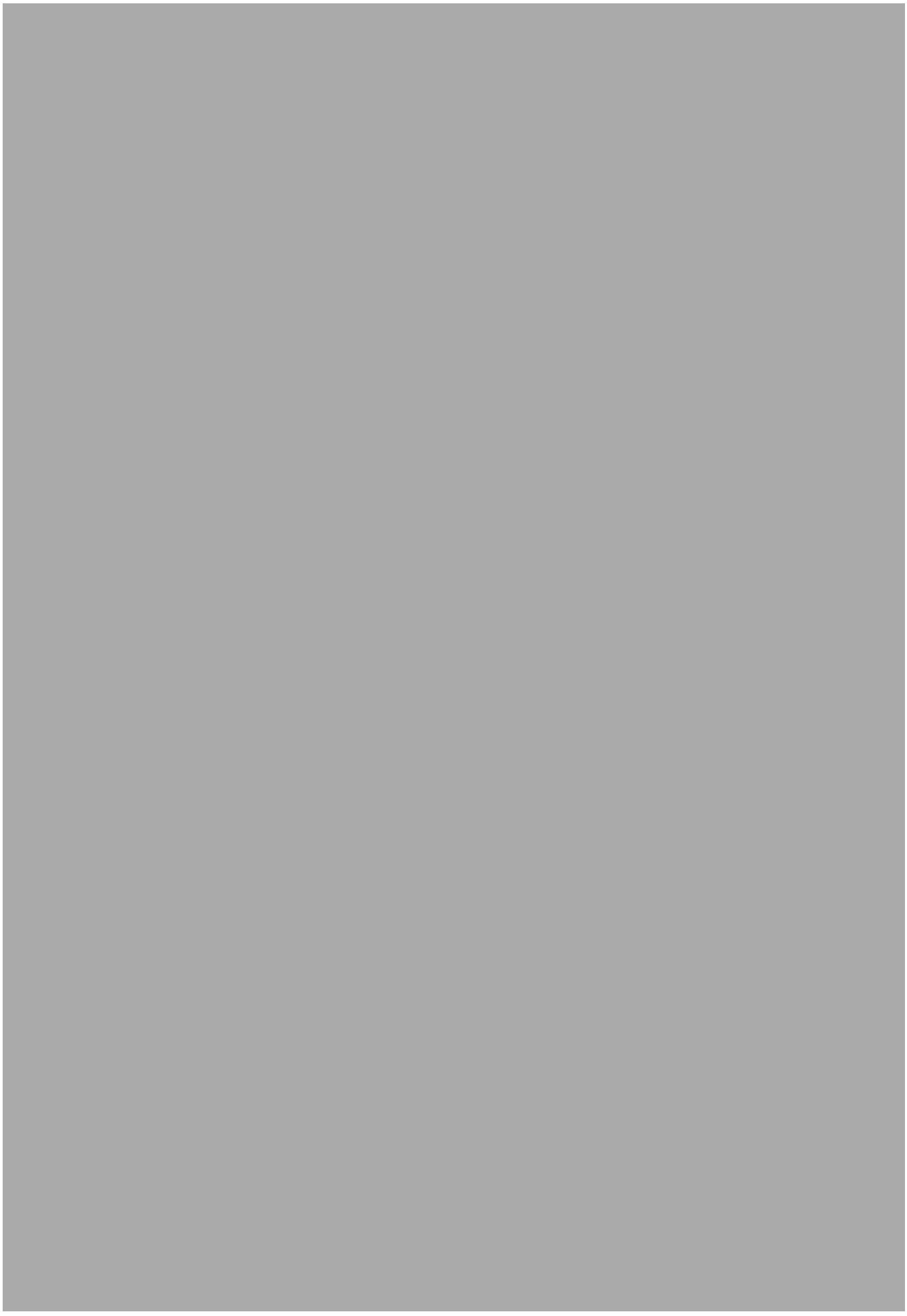


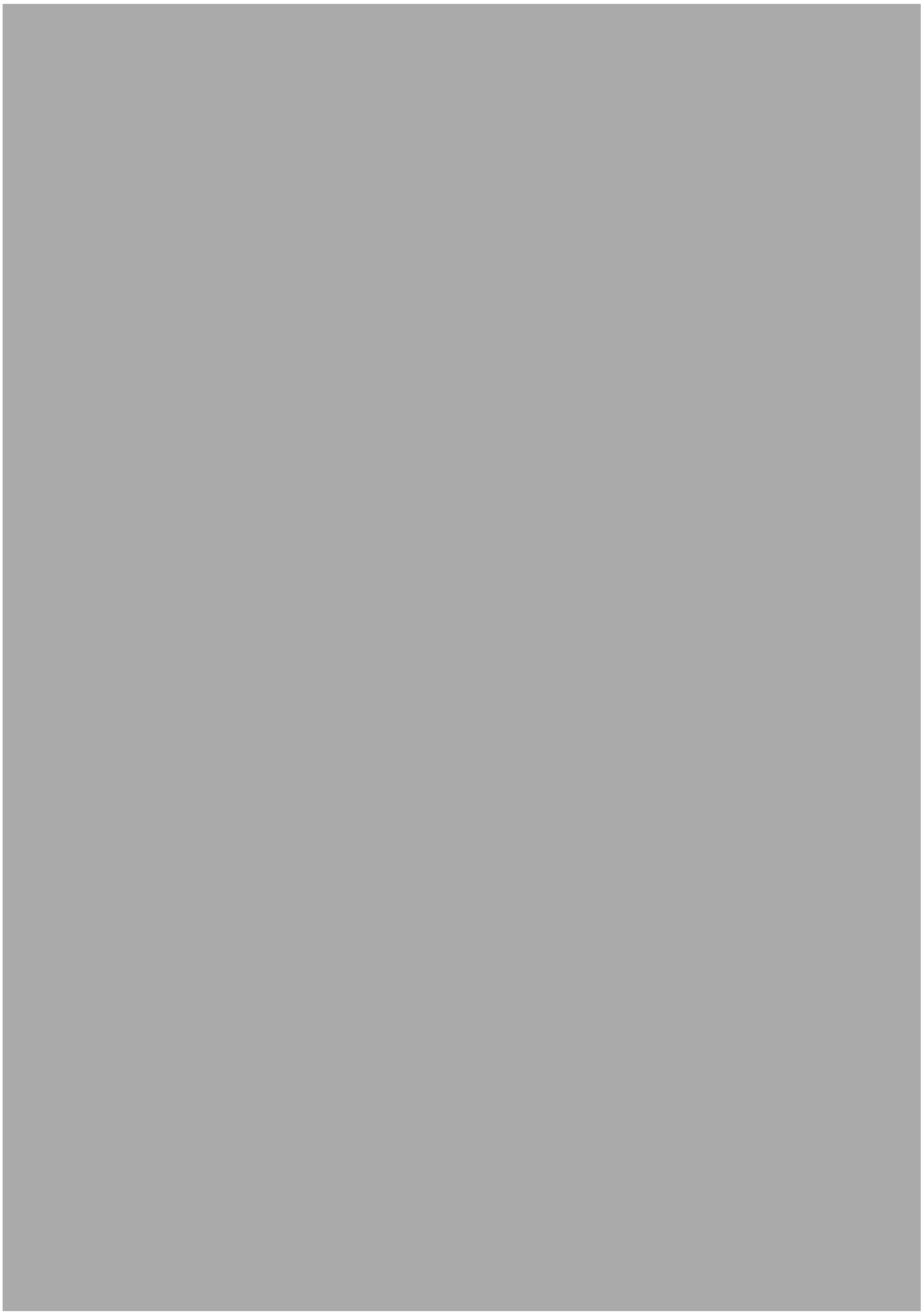


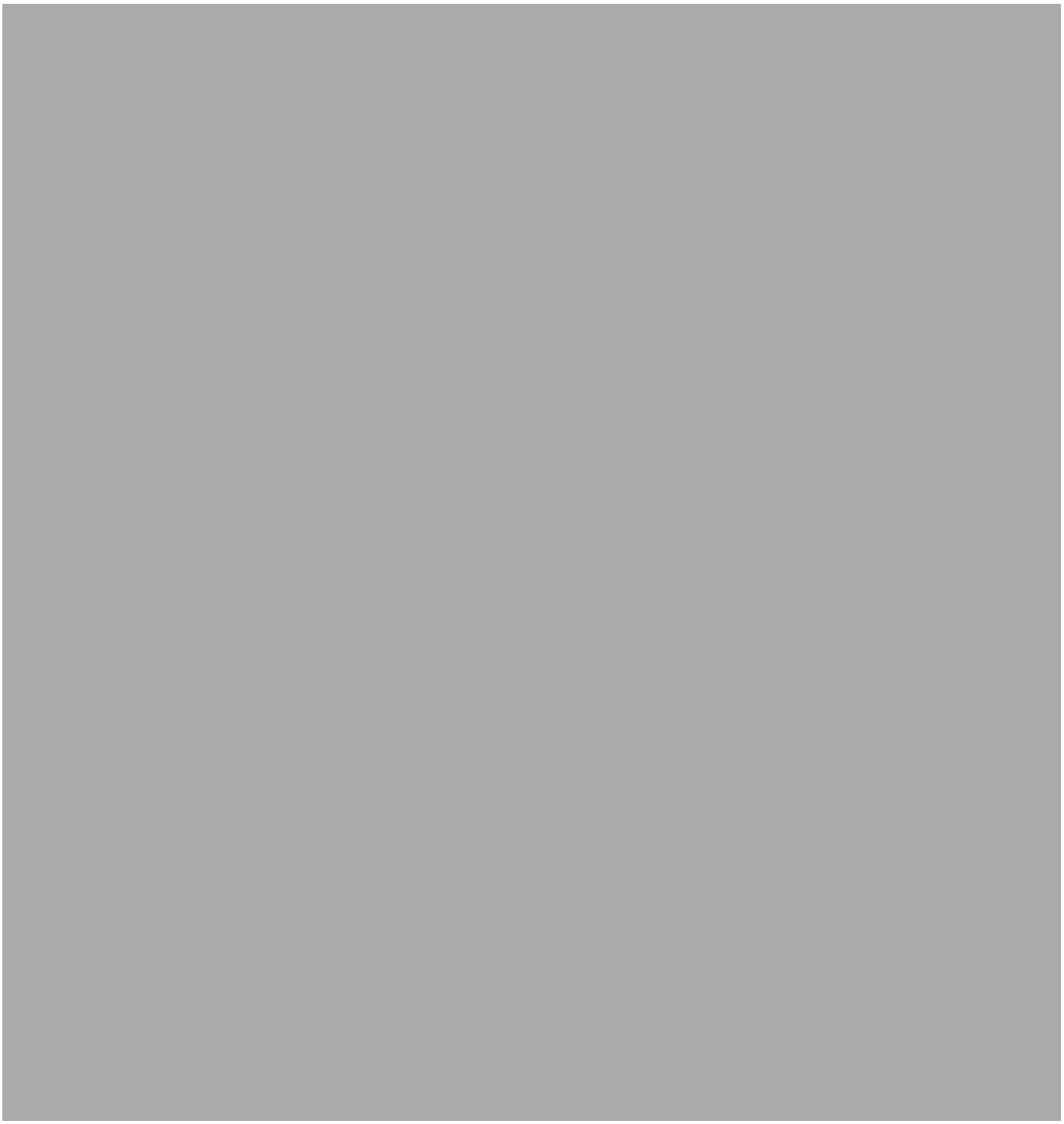


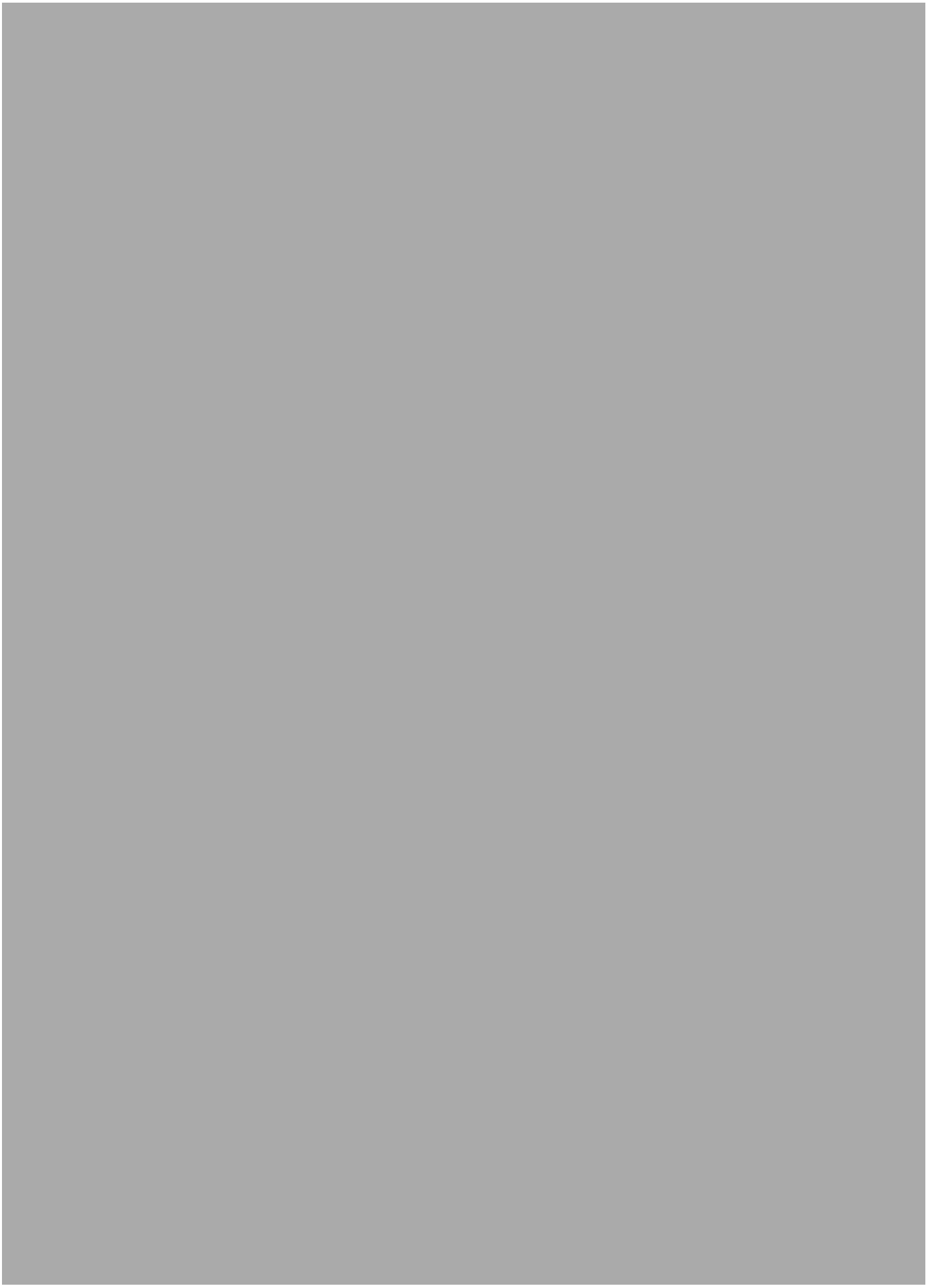


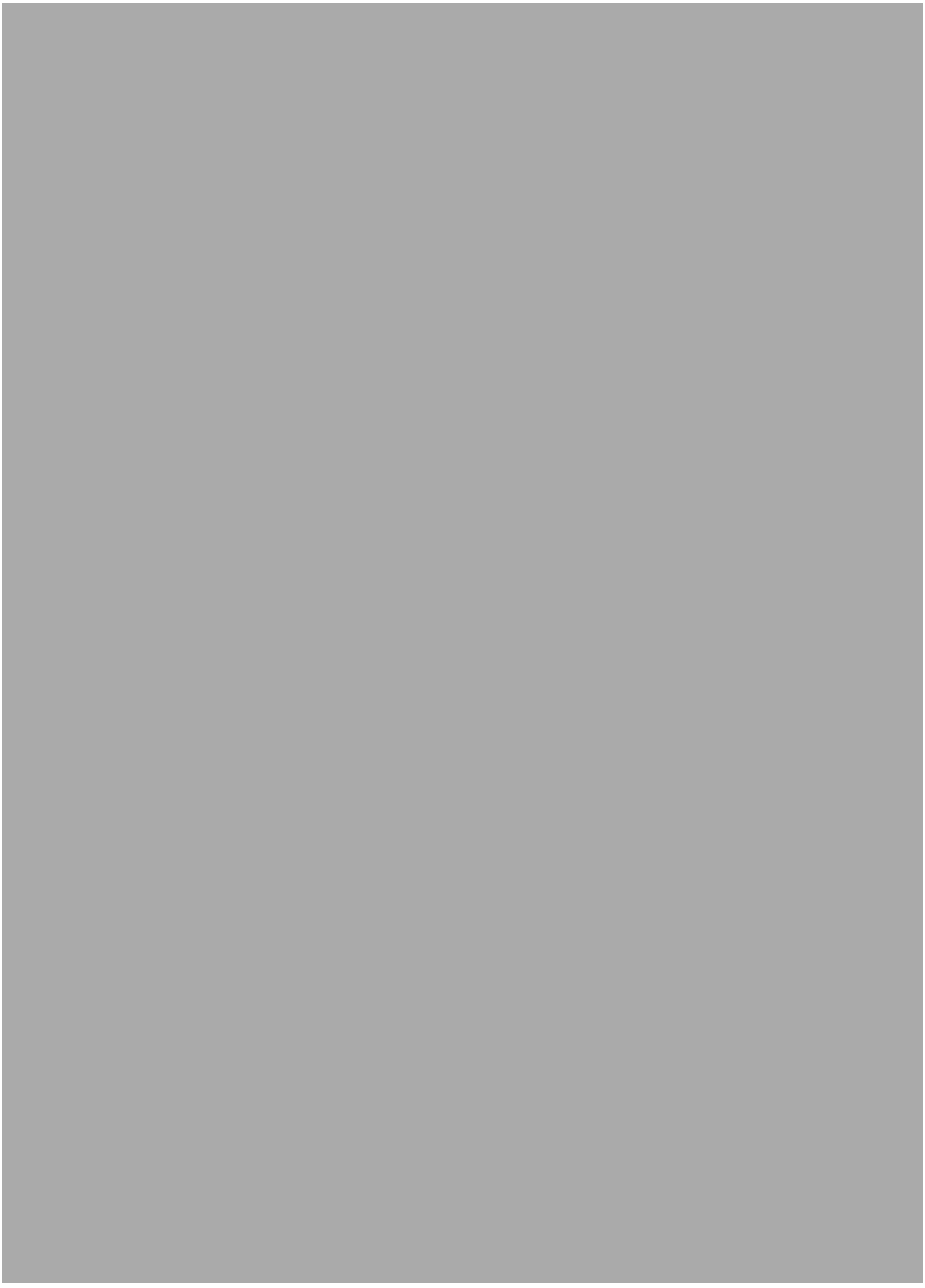


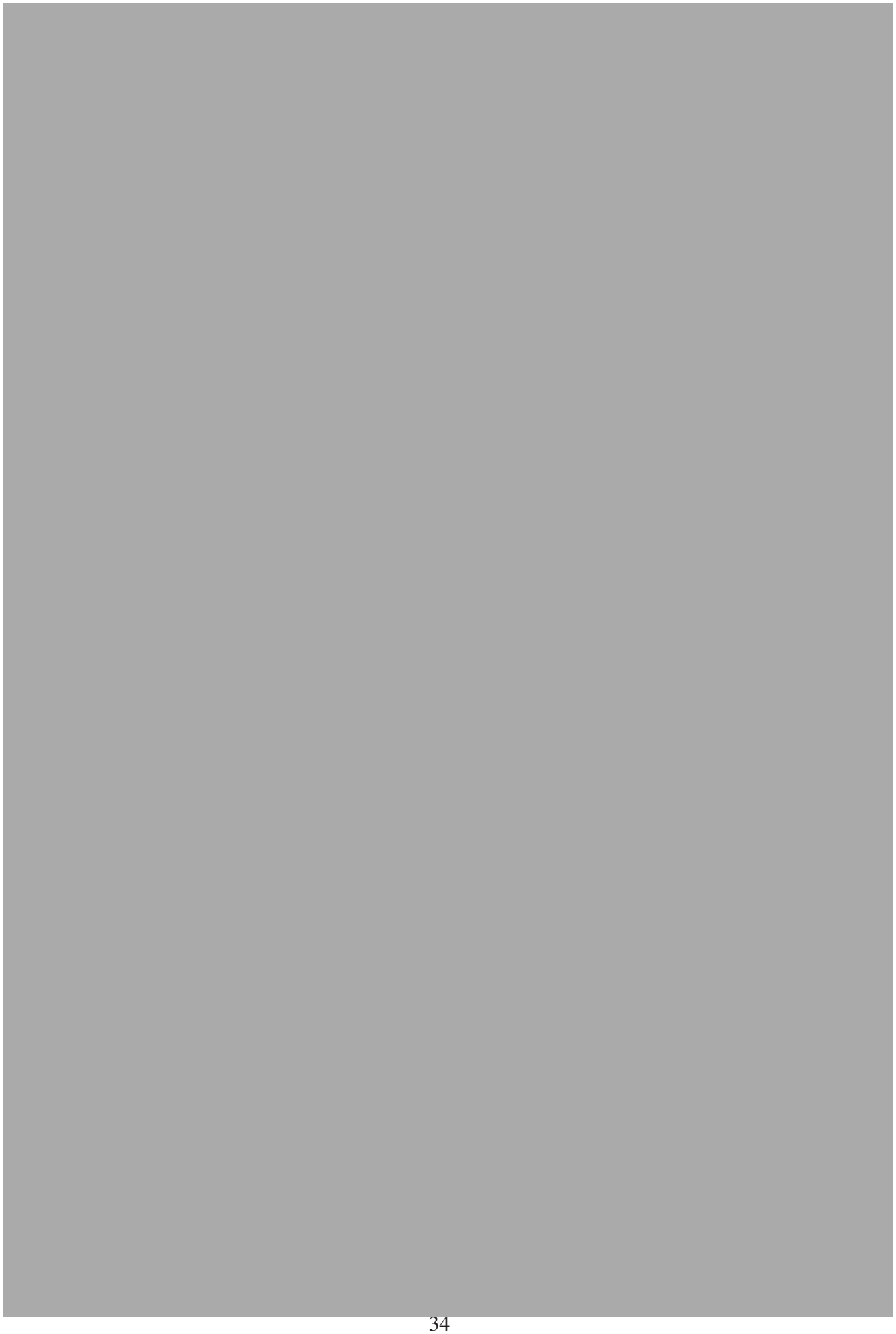


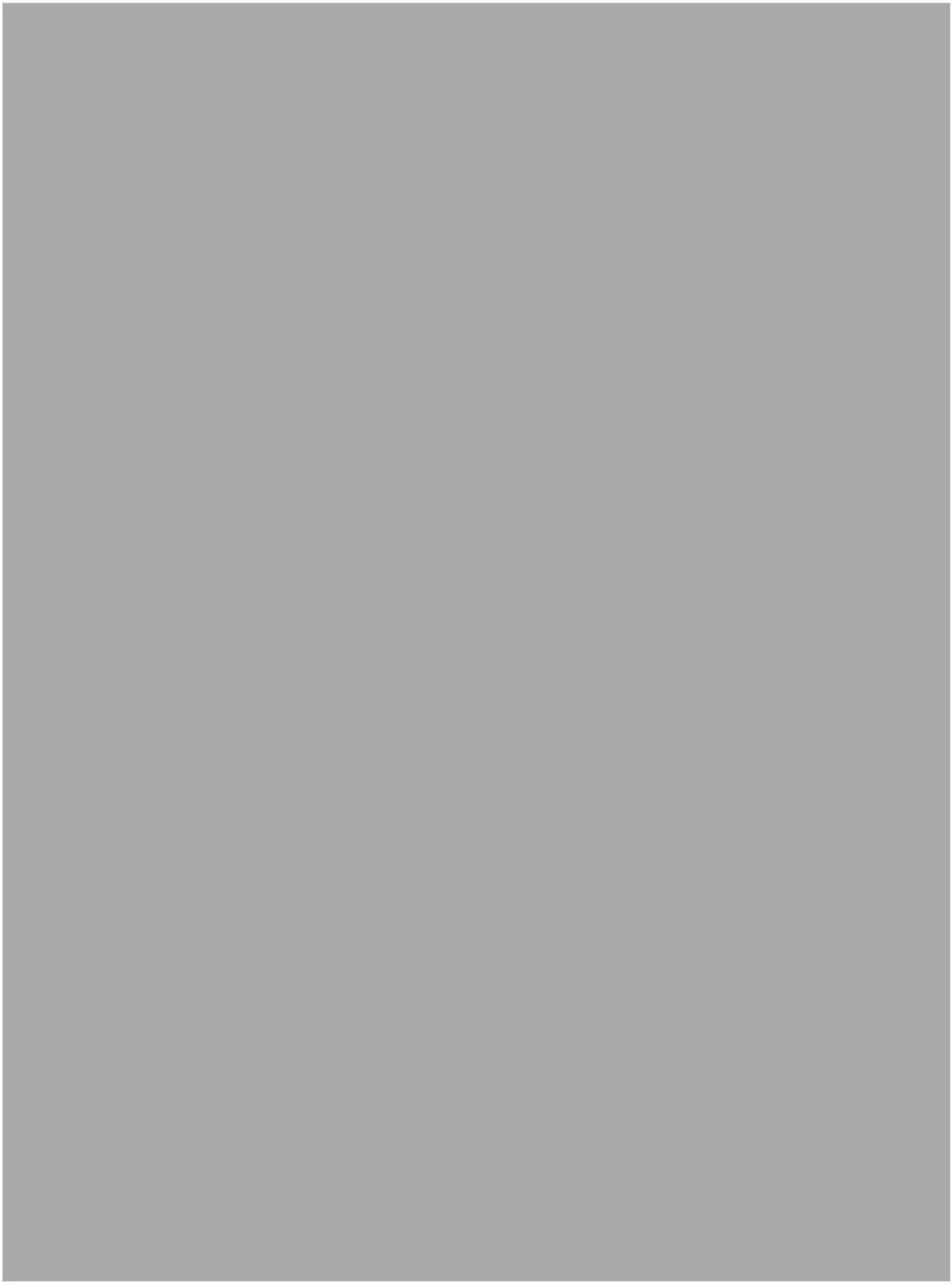


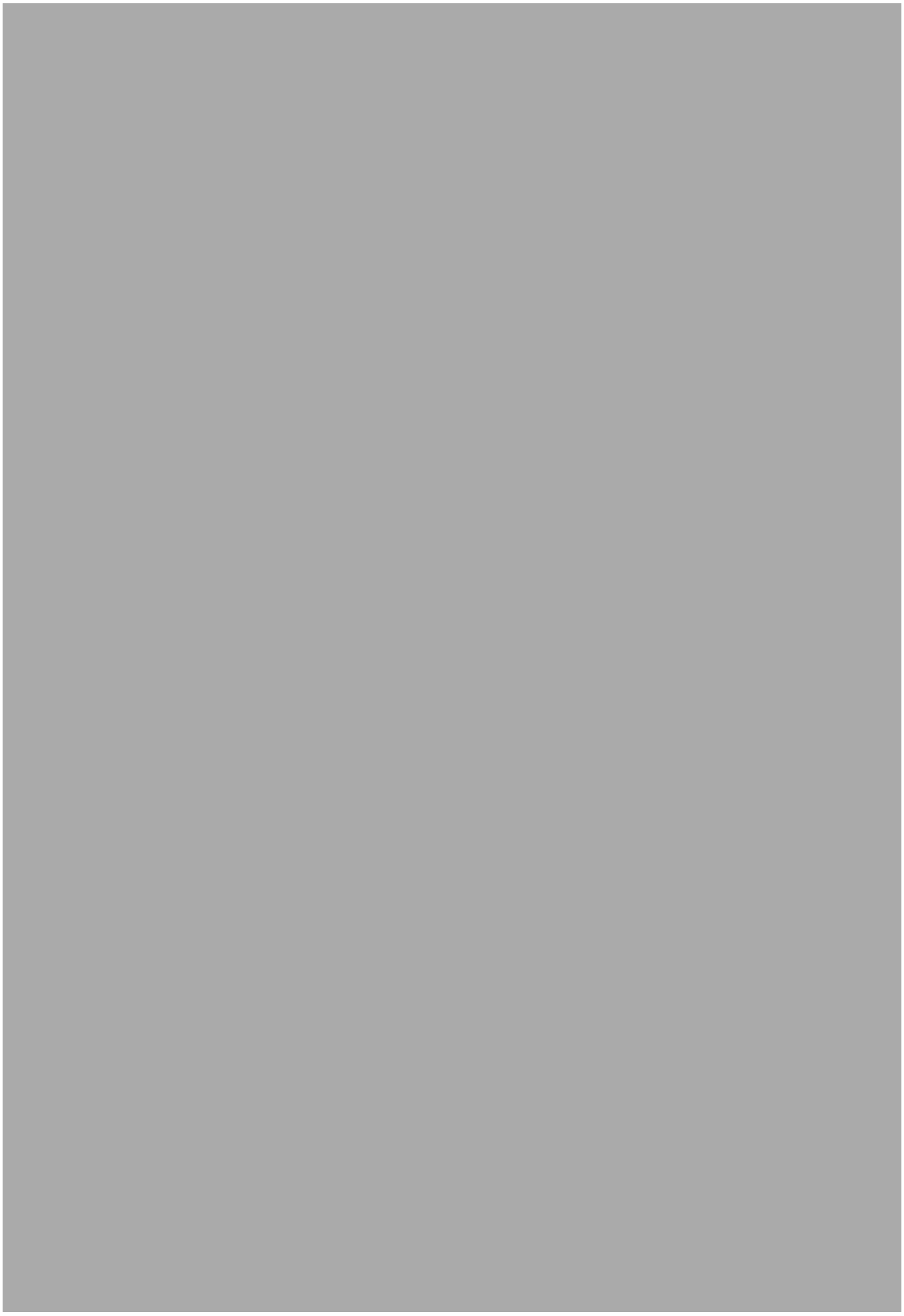


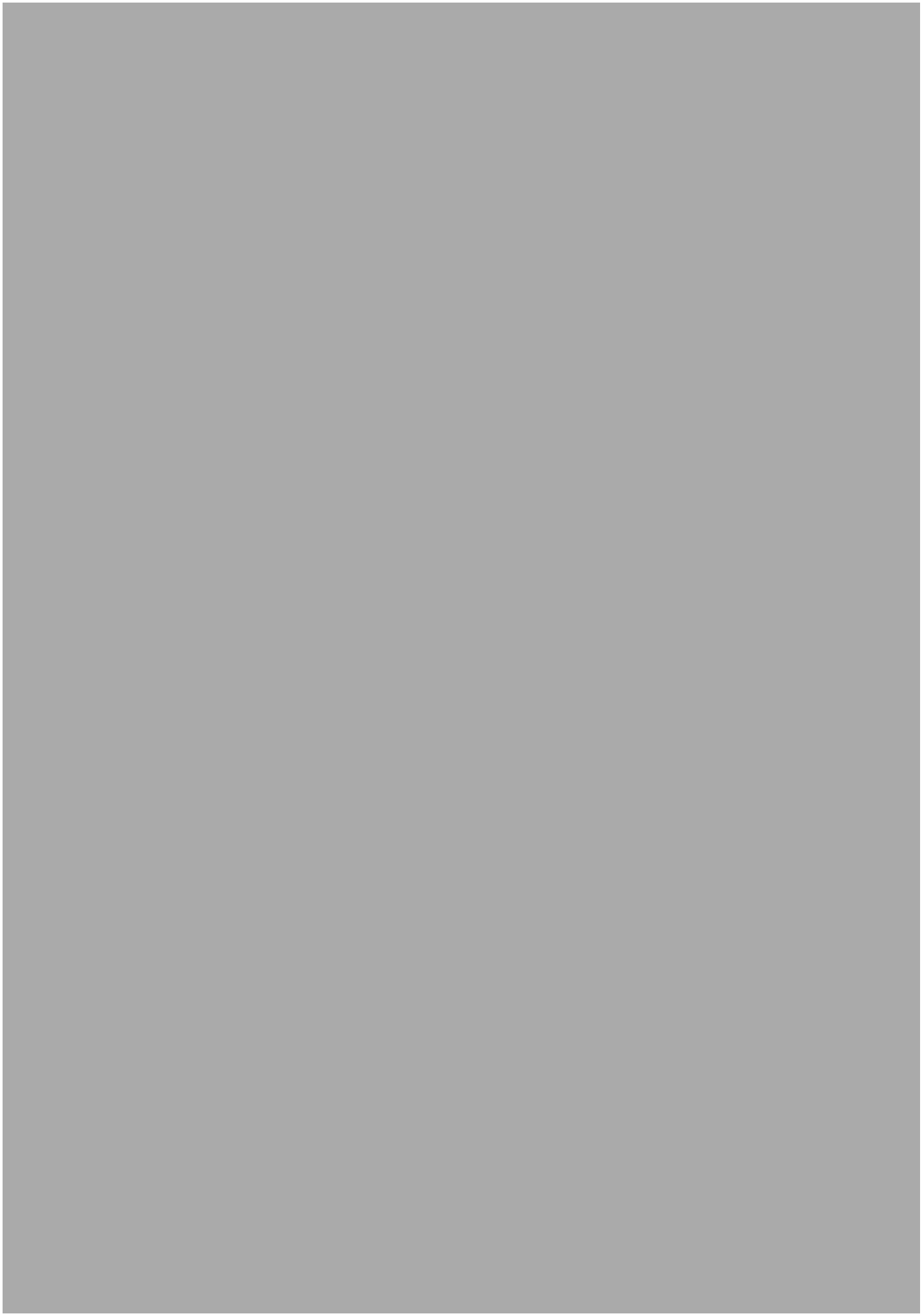














Appendix 2: granting letter

NWO | Exacte en Natuurwetenschappen

Wageningen University & Research
Agrotechnologie & Voedingswetenschappen
[redacted]
Helix 124
Stippeneng 4
6708 WE WAGENINGEN

Datum: 30 oktober 2017
Dossiernr: 680-91-012
Budgetnummer: 4240
Correspondentienr: 2017/ENW/00333668
Telefoon: [redacted]
E-mail: [redacted]@nwo.nl
Vermeld in uw antwoord datum, dossier- en correspondentienummer

Onderwerp: Honoreringsbesluit 'Controlling Multiphase Flow' (CMF)

Geachte [redacted]

Tot mijn genoegen kan ik u meedelen dat het Domeinbestuur Exacte en Natuurwetenschappen (DB-ENW) op 6 juli 2017 heeft besloten uw programmavoorstel 'Controlling multiphase flow' (dossiernummer: 680-91-012) onder de in deze brief genoemde voorwaarden en bepalingen te honoreren.

Uw aanvraag is beoordeeld volgens de beoordelingsprocedure en –criteria van het Industrial Partnership Programme (IPP) van voormalig FOM.[1] In deze procedure heeft de werkgemeenschapscommissie Fenomenologische Fysica (FeF) advies uitgebracht aan het DB-ENW. Dit advies treft u aan in de bijlage (17.0612).

Voor een toelichting op het beoordelingsproces en de overwegingen van de werkgemeenschapscommissie en het Domeinbestuur kunt u contact opnemen met de secretaris van dit programma, [redacted] tel.: [redacted] of 06 [redacted]

Toegekende subsidie
De totaal aan u toegekende subsidie bedraagt maximaal € 1.581.961, waarvan maximaal € [redacted] voor personele kosten en maximaal € [redacted] voor additionele middelen. De middelen zijn u toegewezen voor het onderzoek zoals beschreven in de bovengenoemde aanvraag met een looptijd van vijf jaar.
De NWO-uitvoeringskosten zijn gebaseerd op de in de aanvraag beschreven overhead.

Onderstaande tabel geeft een beknopt overzicht van het goedgekeurde totale programmabudget van uw aanvraag en de bijdragen daaraan:

[1] Zie: https://www.fom.nl/nwo-domein-enw/samenwerken-met-bedrijven/ipp/voorwaarden-ipp/

Programmabudget		**Bijdrage**	
Toegekende subsidie (middels deze brief)	€ 1.581.961	NWO (maximaal)	€ 596.961
[redacted]			
Totaal budget	€ 1.651.961	Totaal bijdragen	€ 1.651.961

* definitief privaat commitment dient in de samenwerkingsovereenkomst te worden gegeven

De personele component van de subsidie is vastgesteld conform de salaristabel per 1 juli 2017 volgens de NWO-VSNU contractafspraken inzake toekenningen vanaf 1 april 2001. U krijgt een personele subsidie ter hoogte van € [redacted] bestaande uit:

- vijf maal € [redacted] voor de aanstelling van vijf promovendi voor een periode van vier jaar en 1,0 fte;
- één maal € [redacted] voor de aanstelling van één post-doc voor een periode van twee jaar en 1,0 fte;
- plus éénmalig per onderzoekspositie een persoonsgebonden benchfee van € 5.000 voor de duur van zijn/haar aanstelling.[2]

Het budget voor andere activiteiten in het kader van het programma bedraagt maximaal € [redacted] Dit budget kunt u aanwenden voor materieel, activiteiten gericht op kennis transfer, en investeringen, conform de begroting in de bovengenoemde aanvraag.

De personele component van de subsidie is € [redacted] hoger dan u op grond van uw aanvraag zou verwachten. Dit komt door zes maal een benchfee van €5.000 (= € 30.000) en de gestegen kosten voor personeel sinds 1 juli 2017 (€ [redacted]. De benchfee wordt verdisconteert met het materieel budget, de gestegen personele lasten financiert NWO uit de nog beschikbare IPP-middelen.

Wanneer u wijzigingen wilt aanbrengen in het programma geldt conform de NWO Regeling Subsidies dat inhoudelijke en budgettaire wijzigingen de instemming van NWO nodig hebben. Voor inhoudelijke wijzigingen in het programma en budgetverschuivingen tussen hoofdkostenposten is voorafgaande instemming van NWO nodig. Daartoe heeft het DB-ENW haar bevoegdheid gedelegeerd aan de NWO vertegenwoordiger in de Stuurgroep. Budgetverschuivingen binnen een hoofdkostenpost dient u te verantwoorden bij de voortgangs- en eindrapportage.

[2] Deze benchfee kan gebruikt worden voor reis- en verblijfskosten in het kader van het project en drukkosten voor dissertaties.

De uitbetaling van de subsidie vindt plaats volgens het betaalschema op het Startformulier. De eerste tranche wordt beschikbaar gesteld direct na goedkeuring van het Startformulier en de gegevens van de projectbetrokkenen door het NWO-bureau. De overige tranches worden steeds een jaar later overgemaakt. De laatste tranche wordt uitbetaald na ontvangst en goedkeuring van het wetenschappelijk eindverslag en de financiële verantwoording. Alle tranches worden overgemaakt aan de organisatie waaraan u verbonden bent. U bent zelf verantwoordelijk voor het verdelen van de middelen over de medeaanvrager(s) (ook bij andere universiteiten) en voor het indienen van de gehele wetenschappelijke en financiële eindverantwoording van de middelen. Uitgangspunt voor de subsidievaststelling is dat wordt voldaan aan de in het controleprotocol van het Ministerie van OCW met de universiteiten vastgelegde richtlijnen voor de controle van NWO-projecten.

Voorwaarden en bepalingen

De subsidie wordt u toegekend onder de voorwaarden dat de private partners hun gecommitteerde bijdragen leveren en de betrokken partijen en NWO voorafgaand aan de start van het programma een samenwerkingsovereenkomst ondertekenen.

De overige voorwaarden waaronder deze subsidie wordt toegekend, zijn opgenomen in de NWO Regeling Subsidies (zie bijlage).

Private bijdragen

Private partner ISPT draagt (netto) een bedrag van in totaal € 1.055.000 *in cash* bij ten behoeve van de subsidie en de NWO-uitvoeringskosten. Dit bedrag wordt aan de aanvrager toegekend onder de opschortende voorwaarde dat de private partner zijn gecommitteerde financiële verplichtingen aan NWO ten behoeve van het programma tijdig nakomt. Indien de private partner zijn financiële verplichting niet, of niet geheel nakomt, komt het overeenkomstige deel van de subsidie te vervallen.

Samenwerkingsovereenkomst

Voorafgaand aan de start van het programma wordt een samenwerkingsovereenkomst ("*Consortium Agreement*") tussen de kennisinstellingen, de betrokken private partner en NWO ondertekend door al deze partijen. NWO ondertekent de overeenkomst als laatste partij.

PPS-toeslag (voorheen: TKI-toeslag)

U heeft in uw programmabegroting geen zogenoemde PPS-toeslag opgenomen. Dit komt doordat deze toeslag via ISPT zal lopen.

Startformulier

Na ondertekening van de samenwerkingsovereenkomst door NWO ontvangt u een e-mail met een Startformulier. Tegelijkertijd start NWO met het innen van de *in cash* bijdragen bij de bovengenoemde private partner. Met het ingevulde en ondertekende Startformulier dat u indient via NWO's online administratiesysteem ISAAC, stelt u het NWO-bureau op de hoogte wanneer uw onderzoeksprogramma van start gaat en geeft u tevens aan dat u de subsidie onder de reeds genoemde voorwaarden aanvaardt. Na goedkeuring van het formulier door NWO, wordt u verzocht – ook via ISAAC – de gegevens van de projectbetrokkenen in te voeren en de CV's te uploaden.

U dient het NWO-bureau direct in kennis te stellen van wijzigingen in de betalingsgegevens op het ingezonden Startformulier en van (het voornemen tot) beëindiging van het dienstverband van de aangestelde onderzoeker(s) of projectleider(s) bij de instelling.

Verslaglegging
Over het project dient u, onder vermelding van projectnummer en –titel, te rapporteren voor de jaarverslaglegging van NWO. U ontvangt jaarlijks vanuit het NWO-bureau de richtlijnen daarvoor.
Daarnaast dient u twee maal per jaar dan wel daartoe verzocht door de Stuurgroep of Programmacommissie van het programma, schriftelijk te rapporteren over de voortgang van het programma.

Verder kan NWO u op ad-hoc basis verzoeken te rapporteren over uw project.
Binnen drie maanden na afloop van het project dient een wetenschappelijk eindverslag en een financiële eindverantwoording ingediend te worden via ISAAC. Een format hiervoor wordt u te zijner tijd per e-mail toegestuurd.

Integriteit
NWO heeft in haar subsidieregeling opgenomen dat al het onderzoek dat NWO financiert, uitgevoerd moet worden in overeenstemming met de nationaal en internationaal aanvaarde normen van wetenschappelijk handelen zoals neergelegd in de Nederlandse Gedragscode Wetenschapsbeoefening 2012 (VSNU). In geval van (mogelijke) schending van voornoemde normen bij een door NWO gefinancierd onderzoek, dient u NWO hiervan onverwijld op de hoogte te stellen en dient u alle ter zake relevante documenten aan NWO te overleggen.

Open Access
NWO stelt als voorwaarde dat publicaties die uit (mede) door NWO gefinancierd onderzoek voortvloeien (ook) publiek toegankelijk worden gepubliceerd op een van de volgende wijzen:
a - publicaties worden naast plaatsing in een regulier tijdschrift ook geplaatst in een publieke database, bijvoorbeeld een repository;
b - publicaties worden gepubliceerd in wetenschappelijke Open Access-tijdschriften of -boeken met waarborging van de wetenschappelijke kwaliteit door peer-review.
Een nadere toelichting is te vinden op onze website: www.nwo.nl/openaccess.

Informatie en correspondentie
Nu uw aanvraag is gehonoreerd, heeft het programma een nieuw dossiernummer gekregen. Ik verzoek u vriendelijk in alle correspondentie het nieuwe nummer **680-91-012** te vermelden.

Ik ga er vanuit dat u uw programmapartners en de financieel verantwoordelijke van uw faculteit of instituut op de hoogte brengt van de inhoud van deze brief. De wetenschappelijke begeleiding van uw programma wordt verzorgd door het NWO-bureau. Voor nadere informatie hierover kunt u contact opnemen met de secretaris van dit programma, [redacted] (tel. 030 [redacted] [redacted]@nwo.nl).

Vragen
Indien u vragen heeft over dit besluit of overweegt bezwaar te maken, kunt u contact opnemen met de secretaris van dit programma. Dit contact heeft geen opschortende werking voor de bezwaartermijn.

Ik feliciteer u met de verworven subsidie en wens u en uw programmapartners veel succes toe bij de uitvoering van het onderzoek.

Met vriendelijke groet,
namens het bestuur van NWO-domein Exacte en Natuurwetenschappen



Directeur Domein Exacte en Natuurwetenschappen

CC: Afdeling Financiën & Control, Domein Exacte en Natuurwetenschappen

Bijlagen:
Advies werkgemeenschapscommissie FeF ENWF 17.0612
NWO Subsidievoorwaarden 2017

Het domeinbestuur is bevoegd tot subsidieverlening krachtens een mandaat van de Raad van Bestuur van NWO. Zie Bevoegdhedenregeling NWO 2017. Binnen zes weken na de dagtekening van dit besluit kunt u hiertegen per brief bezwaar maken bij de Raad van Bestuur van NWO, Postbus 93138, 2509 AC Den Haag. Uw bezwaarschrift dient ten minste te bevatten: uw naam en adres, de datum van uw bezwaarschrift, de redenen waarom u het niet eens bent met dit besluit en uw handtekening. Voeg bij uw bezwaarschrift een kopie van dit besluit. Meer informatie over de bezwaarschriftenprocedure vindt u op de NWO website.

CONSORTIUM AGREEMENT JSP3

PARTIES:

(1) **The Netherlands Organisation for Scientific Research (NWO),** having its office in Utrecht, at Van Vollenhovenlaan 659 (3527 JP), the Netherlands, hereinafter referred to as "NWO"; legally represented by , director NWO Science.

(2) **Technische Universiteit Eindhoven,** having its office at Groene Loper 5 (5612 AE) Eindhoven, the Netherlands, hereinafter referred to as "TU/e"; legally represented by , president;

(3) **Technische Universiteit Delft**, having its offices at Stevinweg 1 (2628 CN) Delft, the Netherlands, hereinafter referred to as "TUD"; legally represented by , Rector Magnificus;

(4) **AMOLF,** having its office at Science Park 104 (1098 XG) Amsterdam, the Netherlands, hereinafter referred to as "AMOLF", legally represented by , Institute Manager;

(5) **University of Amsterdam, Institute of Physics,** having its office at Science Park 904 (1098 XH) Amsterdam, the Netherlands, hereinafter referred to as "UvA", legally represented by director Institute of Physics;

(6) **Shell Global Solutions international BV,** having its office at Kessler Park 1 (2288 GS), Rijswijk, the Netherlands, hereinafter referred to as "Shell"; legally represented by , ETC Manager

(7) **Eternal Sun Group,** having its office Wolga 11 (2491 BK), The Hague, the Netherlands, hereinafter referred to as "ESG"; legally represented by , CTO;

(8) **Stichting Energieonderzoek Centrum Nederland (Energy Research Centre of the Netherlands)**, a Dutch foundation whose registered office is at Westerduinweg 3 (1755 LE), Petten, the Netherlands, hereinafter referred to as "ECN"; legally represented by COO Executive Board;

(9) **Exasun B.V.,** having its office at Laan van Ypenburg 122 (2497 GC) The Hague, the Netherlands, hereinafter referred to as "Exasun" legally represented by , CEO.

(10) **Levitech B.V.** having its office at Versterkerstraat 10, 1322AP Almere, the Netherlands, hereinafter referred to as "Levitech"; legally represented by , CEO;

(11) **Tempress Systems B.V.**, having its office at Radeweg 31 (8171 MD) Vaassen, the Netherlands, hereinafter referred to as "Tempress"; legally represented by , General Manager.

Shell, ESG, ECN, Exasun, Levitech and Tempress together hereinafter referred to as the "Private Partners".

TU/e, TUD, AMOLF, UvA, together hereinafter referred to as the "Knowledge Institutes".

Knowledge Institutes and Private Partners together referred to as "Programme Partners" or "Partners".

Parties 1 through 11 are collectively referred to as "Parties" or individually as "Party".

WHEREAS:

The Programme Partners are interested in a research study on the subject of 'Towards high-efficiency hybrid tandem solar cells', as further detailed in the Programme Proposal as included in Appendix A (“the Programme”);

The Programme shall be executed in separate Projects performed by universities that have been selected for funding;

The Parties wish to set forth in this Agreement the specific terms and conditions for the execution of the Programme;

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The words and phrases below shall have the following meanings:

Affiliated Entity	means any legal entity that is under the direct or indirect control of a Programme Partner, or under the same direct or indirect control as the Programme Partner, control taking any of the following forms: a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; b) the direct or indirect holding, in fact or in law, of decision-making; In relation to Shell Affiliate shall mean (i) Royal Dutch Shell plc (“RDS”) and any company or other legal entity other than Shell, which, at the time in question, is directly or indirectly controlled by RDS; and (ii) any company or other legal entity which, at the time in question, is being managed or operated by Shell Global Solutions International B.V., or a company as defined in (i) above; or to which Shell Global Solutions International B.V., or a company defined in (i) above, is providing services under a construction, operating or technical services agreement on a cost sharing basis.
Agreement	this consortium agreement and all its Appendices;
Appendix	appendix to this Agreement;
Background	means all IPR, information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored), which are not publicly available when disclosed under this Agreement and that is not generated or conceived within this Research provided by a Party to another Party within the Research, with the exception of the Results. Each Party has identified in an exhaustive manner in Appendix C the Background that is contributed to this Programme for the purpose of carrying out the research.
Commercial Use	Commercial exploitation of the Results aimed at generating income, such as by the sale of products or services incorporating

	the Results. For the avoidance of doubt, Commercial Use does not include performing research using the Results.
Confidential Information	means all information, in whatever form or mode of transmission, which is disclosed by one of the Parties (the “Disclosing Party”) to any other Party (the ”Receiving Party”) for the purpose of executing the research after signing the Agreement (i) in case of information disclosed in documentary or other tangible form, by labelling same as “confidential”, or (ii) when disclosed in intangible form, such as orally or visually, by confirming the same in writing as “confidential” within fourteen (14) calendar days from disclosure;
Contributions	the in kind or in cash contributions of the Programme Partners as set out in the itemised budget contained in Appendix D;
Dissemination	means the disclosure of Foreground by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of Foreground in any medium;
Effective Date	The signing date by NWO, being the last Party to sign the Agreement
Fair and Reasonable Conditions	means terms and conditions resulting from negotiations between Partners, taking into account the specific circumstances, for example the actual or potential value of the relevant Foreground or Background and/or the scope, duration or other characteristics of the use envisaged;
Financial Contribution	monetary (in-cash) contribution by each Private Partner to NWO as set forth in Appendix D to this Agreement, in order to co-fund the Project
Foreground	means the Results, including information and know-how, whether or not they can be protected, which are generated in a Project. Such Results include rights related to copyright, design rights, patent rights, or similar forms of protection;
Grant	Grant to the Programme including the Financial Contribution, as approved by the Board of NWO Science, set forth in Appendix B to this Agreement.
In-kind Contribution	Any contribution other than a Financial Contribution, including, but not limited to contributions in the form of man hours, materials and (use of) equipment, as set forth in Appendix D to this Agreement. Rules for participation with an In-Kind Contribution are set forth in Appendix E to this Agreement.
IPR	means intellectual property rights, including industrial property rights, know-how, copyrights, neighboring rights and any similar right recognized from time to time in jurisdiction, together with all rights of action in relation to the infringement of any of the above.
Official	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone

	acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
Option	the right to acquire an exclusive or non-exclusive right to use and exploit the Results or acquire ownership, generated in a Project or the Programme to which a Partner contributes in a Field.
Progress Report	means a report on the progress of the Programme. Progress Reports include progress in terms of costs and man-hours for each Programme Partner;
Project	a part of the Research that is described in the Programme Proposal:
Programme Proposal	the document identifying the budget, organisation, objectives, milestones, time schedule and methodology of the Programme in Appendix A;
Programme Committee	the representatives nominated by each of the Partners, pursuant to Article 4 of this Agreement, in order to supervise the carrying out of the Programme;
Programme Leader	the leader of the Research as described in the Programme Proposal;
Project Leader	the researcher who supervises a Project as described in the Programme Proposal;
Public Information	means all information, in whatever form or mode of transmission, which is not marked as Confidential Information;
Research	the research Programme under this Agreement which is collectively funded by the Partners, described in more detail in the Programme Proposal;
Results	shall mean all inventions, information, materials, methods, processes, products, programs, software, findings and discoveries that is generated or conceived in a Project, and IPR thereto.
Software	means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression;
Steering Committee	final decision-making body with delegates from NWO and all in-cash funding Private Partners;
Third Party or Third Parties	means a company (companies), institute (institutes) or (non-governmental) organization (organizations) that is (are) not an Affiliated Entity nor a Party;

Use Outside The Project	means the direct or indirect utilization in activities other than implementation of this Programme.

2. PURPOSE AND SCOPE

2.1. The Research shall be undertaken by the Partners in accordance with the Programme Proposal, this Agreement and the terms of the Grant.

2.2. In case of any inconsistency between the terms and conditions of the aforementioned documents, the order of precedence in case of conflict or for the sake of interpretation shall be as follows:

1. the terms of the Grant;
2. this Agreement
3. the appendices to this Agreement.

3. PROGRAMME PROPOSAL AND RESPONSIBILITIES OF THE PARTNERS

3.1. The purpose and scope of the Programme as well as the cooperation and division of the work of the Programme between the Programme Partners including the precise value and share of each of the Programme Partners in the Programme and the deliverables and time schedule, is outlined in detail in the Programme Proposal.

3.2. General principles

3.2.1. Each Programme Partner undertakes to use reasonable efforts to take part in the efficient implementation of Programme and to cooperate, perform and fulfil, promptly and in time, all of its obligations under this Agreement as may be reasonably required. Furthermore, each Programme Partner agrees to carry out its part of the work as described in the Programme Proposal with professional care and diligence and to produce such deliverables as agreed in the Agreement.

3.2.2. Each Programme Partner undertakes to notify promptly any significant information, fact, problem or delay of which that Programme Partner becomes aware and which is likely to affect the Programme.

3.2.3. Each Programme Partner undertakes to use reasonable efforts to enable the Programme Leader and the Programme Committee to carry out its tasks. Each Programme Partner shall promptly provide all information reasonably required by the Programme Leader or the Programme Committee to carry out its tasks.

3.3. Breach

3.3.1. In the event the Steering Committee or a Programme Partner identifies a breach by a Programme Partner of its obligations under this Agreement, the Steering Committee will give written notice to such Programme Partner requiring that such breach be remedied within a reasonable period.

3.3.2. Upon prior approval of the Steering Committee the Programme Partner may for its own account request a Third Party to remedy the breach, which approval will not unreasonably be withheld or delayed. The Steering Committee may attach specific conditions to the approval.

3.3.3. If a breach is substantial and is not remedied in time or is not capable of remedy, the Steering Committee may decide to declare the Programme Partner a "Defaulting Programme Partner" and to decide on the consequences thereof which may include termination of its participation by written notice to the Defaulting Programme Partner without any legal proceedings. Such consequences will include proposals and actions aimed at minimizing the effects of the breach and repayment of payments received by the Defaulting Programme Partner. Such consequences may not include punitive measures of any kind.

3.3.4. For the avoidance of doubt, each Programme Partner also has the right to claim for specific performance of any obligation of any Defaulting Programme Partner resulting from this Agreement, allowing the Defaulting Programme Partner a reasonable period to remedy the breach and provided that the Programme Partner claiming specific performance was reasonably affected by the breach. In case the breach is not remedied in time, the claiming Programme Partner may cure or have cured the breach for the account of the Defaulting Programme Partner.

4. PROGRAMME MANAGEMENT

4.1. On behalf of NWO, [redacted] will act as the contact person. He will be the first point of contact for the Steering Committee, Programme Committee and the Project Leaders involved. He will act as secretary in both the Programme Committee and the Steering Committee.

4.2. The Programme Committee shall be responsible for monitoring and evaluating the progress of the various aspects within the Research (scientific, knowledge transfer, IP issues, budget and staffing). The Programme Committee shall submit proposals for major substantive and financial changes to the Steering Committee. The Programme Committee shall consist of the Programme Leader, Project Leaders, one representative from each Private Partner, and the secretary.

4.3. The Programme Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Programme Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Programme Committee, the respective decision will be taken by a majority of votes. The secretary shall have an advisory role in the meetings of the Programme Committee and has no voting right. Should the voting lead to a tie of votes (50-50%), then the decision will be made by the Steering Committee following the procedure described in Article 4.5.

4.4. The Programme Committee will meet on a regular basis. Minutes of the meetings of the Programme Committee shall be drafted by the secretary and transmitted to the Partners without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Partners if, within 14 days from receipt, no Programme Partner has objected in writing to the Programme Leader. The Programme Leader will collect progress reports from the Partners as required under this Agreement and the terms of the Grant.

4.5. The Steering Committee is responsible for overall vision and mission of the programme, for making available the committed cash contributions, and for approving adaptations (if any) to the Programme and/or Programme financing. The Programme Committee will make a proposal for any adaptations required to the Steering Committee. The Programme Leader will have a strong advisory role in the Steering Committee, but will have no vote. The Steering Committee shall only meet if one or more of the Partners see(s) reason for it to do so. Meetings may be held in person or by any communication means. In-cash contributing Partners are represented in the Steering Committee by one (L) representative. At the start of the Research, the Steering Committee shall consist of the following members:

[redacted], Shell, member;
[redacted], NWO head Strategic Partnerships, member;
[redacted], Programme Leader, guest (no vote);
[redacted], NWO programme coordinator, secretary (no vote).

4.6. The Steering Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Steering Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Steering Committee, the issue shall be submitted to the higher tier directors of the Partners. If they are unable to resolve the matter to the general satisfaction of the Partners, Article 17 shall apply.

4.7. The Programme Leader reports to NWO.

4.8. The Programme Leader will:

a) be the primary contact for NWO;
b) be responsible for the day-to-day management of the Programme;
c) chair the meetings of the Programme Committee;
d) will arrange for the (financial) administration of the Programme as required under terms of the Grant;
e) be responsible for implementing decisions taken by the Programme Committee or Steering Committee; and
f) monitor the progress of the Programme with respect to milestones and deliverables as described in the Programme Proposal.

4.9. In case the Programme Leader or one of the other Partners in the Project is assigned to receive subsidy payments and to pass payments to the other Partners, the Programme Partner receiving the subsidy payment will forward the payments to the other Partners within twenty one (21) calendar days after receipt of a subsidy payment from the granting authority. Each Programme Partner will provide in writing its bank account information.

4.10. A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision may exercise a veto with respect to the corresponding decision or relevant part of the decision.

5. DURATION

5.1. This Agreement shall be effective as of the Effective Date.

5.2. This Agreement shall remain in full force until the date of termination or the date of conclusion of the Programme ("the Term") through a Grant closure decision, i.e. until the final settlement of the grant by NWO or terminated earlier in accordance with the provisions of Article 17. The provisions relating to definitions & interpretation, IPR and Confidential Information, for the time period mentioned therein, as well as those relating to liability, applicable law and settlement of disputes shall survive the expiration or termination of this Agreement.

6. LIABILITY and WARRANTIES

6.1. Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the Agreement, will be determined in accordance with applicable law.

6.2. No Party shall be liable to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act. For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Appendix A provided such damage was not caused by a wilful act or gross negligence.

7. ADDITION OF NEW PARTNERS

7.1. New Partners may join this Agreement as Programme Partner with the unanimous agreement of all Partners.

7.2. New Partners shall be bound by the terms of this Agreement and such other conditions as the Programme Committee and NWO may specify.

8. SUBCONTRACTING

A Programme Partner that enters into a subcontract or otherwise involves Third Parties in this Programme remains solely responsible for carrying out its relevant part of the Programme and for such Third Party's compliance with the provisions of this Agreement. It has to ensure that any Third Party is bound by the same confidentiality obligations as the Programme Partner and that the involvement of Third Parties does not affect the rights and obligations of the other Partners under this Agreement.

9. WITHDRAWALS

9.1. No Programme Partner may withdraw from the Programme without the prior unanimous consent of the Steering Committee.

9.2. In the event of withdrawal of a Programme Partner (the "Withdrawing Programme Partner"), the Steering Committee will make all reasonable attempts to reallocate the obligations and the remaining funding of the Withdrawing Programme Partner under this Agreement to another Partner or Third Party.

9.3. The Withdrawing Programme Partner shall not be entitled to recover any of its remaining costs incurred in connection with the Programme and shall comply with the following conditions:

9.3.1. rights granted to the other Partners in respect of the Withdrawing Programme Partner's Background and Foreground shall continue subject to the restrictions contained in this Agreement;

9.3.2. to the extent that exploitation of any other Programme Partner's Foreground is dependent on the Withdrawing Programme Partner's Background, then the Withdrawing Programme Partner shall, subject to any existing third party obligations, grant to the other Partners licence to such Background in accordance with this Agreement, unless otherwise agreed between Partners.

9.3.3. the Withdrawing Programme Partner shall grant to the other Partners a non-exclusive, royalty-free licence to use the Withdrawing Programme Partner's Foreground for the

purposes of carrying out the Project. Any exploitation or other use of such Withdrawing Partners Foreground will be dealt with in accordance with the terms of this Agreement;

9.3.4. all rights acquired by the Withdrawing Programme Partner to the Background and Foreground of the other Partners shall cease immediately other than in respect of the Withdrawing Programme Partner's interest in any jointly owned Foreground.

9.3.5. In the event that after the Effective Date any Third Party would acquire, directly or indirectly, the ownership or control over of a Programme Partner, the Steering Committee may decide to terminate this Agreement, with respect to such Programme Partner, the provision of Article 9.3.1 being correspondingly applicable to such Programme Partner. Such decision must be taken within 60 days from the date such change of control has been made public. If the other Partners would not agree unanimously to such termination, any Programme Partner may withdraw from the relevant Project Agreement without any liability to the other Partners within 60 days thereafter. In this case the provisions of Article 17 will apply correspondingly.

9.3.6. When TNO acquires, directly or indirectly, the ownership or control over ECN or in the event that TNO and ECN desire that all rights and obligations of ECN under this Agreement are assigned to TNO, the other Partners herewith agree to such transfer of ownership or control or to such assignment of the rights and obligations of ECN. ECN shall as of then become a Withdrawing Programme Partner automatically.

10. FUNDING, FINANCIAL MANAGEMENT AND FINANCIAL PROVISIONS

10.1. The financial arrangements for the Programme shall be set out in Appendix D and overseen by the Programme Committee.

10.2. Throughout the Term, each Private Partner shall pay to NWO the Financial Contribution set forth in Appendix D to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.

10.3. With respect to the invoicing referred to in Article 10.2, Private Partners will provide NWO with the information and, if applicable, purchase orders, as set forth in Appendix D to this Agreement.

10.4. The Financial Contribution mentioned in Appendix D includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

10.5. NWO shall apply the Financial Contributions to grant the Programme according to the Programme Proposal as set forth in Appendix A.

10.6. In case a Private Partner makes an In-Kind Contribution, as approved by NWO and as set forth in Appendix D, said Private Partner shall account for this In-Kind Contribution as set forth in Appendix E. If a Private Partner fails to account in such a way for (a part of) the In-Kind Contribution Partners will discuss and decide jointly about the consequences and/or solutions of the shortcoming, such as, but not limited to, alternatives to deliver the Contribution or withdrawal of that Private Partner from the Programme.

10.7. NWO will start the payment of the Grant to the Programme only after the Effective Date and after it has received a completed starting form (Startformulier, see granting letter (Appendix B). The Grant can only be used for costs made after the Effective Date. In case additional budget in the form of TKI allowance is applied for, the Grant (including the TKI allowance) can only be used for costs made after the application date for the TKI allowance; in such case, the Programme can thus start

only after this application date instead of the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant (including the TKI allowance) is for the risk and on the expenses of that Knowledge Institute.

10.8. Disbursements on behalf of the Programme budget are only possible until the Programme end date, unless

a) the approved budget includes a financial reservation to be paid after the Programme end date,

or

b) the Grant closure decision by NWO allows – on request of the Project Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision, provided (in both cases) that the commitment concerned has been made before the Programme end date.

10.9. The Programme Leader will prepare and submit to the Programme Committee an up to date financial status report of the Programme on a bi-annual basis.

11. FUNDAMENTALS AND ETHICS

11.1. Business ethics and conflicts of interest

Each Party shall uphold the highest standards of business ethics in the performance of this Agreement and shall require its directors, officers, employees, consultants, agents and contractors to conduct themselves in accordance with principles of integrity, fairness and transparency when performing this Agreement.

11.2. Conflict of interest and corrupt practices

Each Party shall avoid any conflict of interest between its own interests and the interests of the other Partners in dealing with organisations or individuals doing or seeking to do business in connection with this Agreement.

11.3. No Party will, directly or indirectly, receive from or give or offer to give anything of material value to any other Party, its University, employee or other persons, including Officials, in connection with this Agreement, other than specifically stated in the Project Proposal. A Party will promptly notify the other Partners of any violation of this clause.

11.4. Unless explicitly agreed otherwise in writing, none of the Partners is entitled to act or make legally binding declarations on behalf of any of the other Partners. Nothing in this Agreement shall be deemed to constitute a joint venture, agency or any other kind of formal business grouping or entity between the Partners.

11.5. Health, Safety, Environment & Security

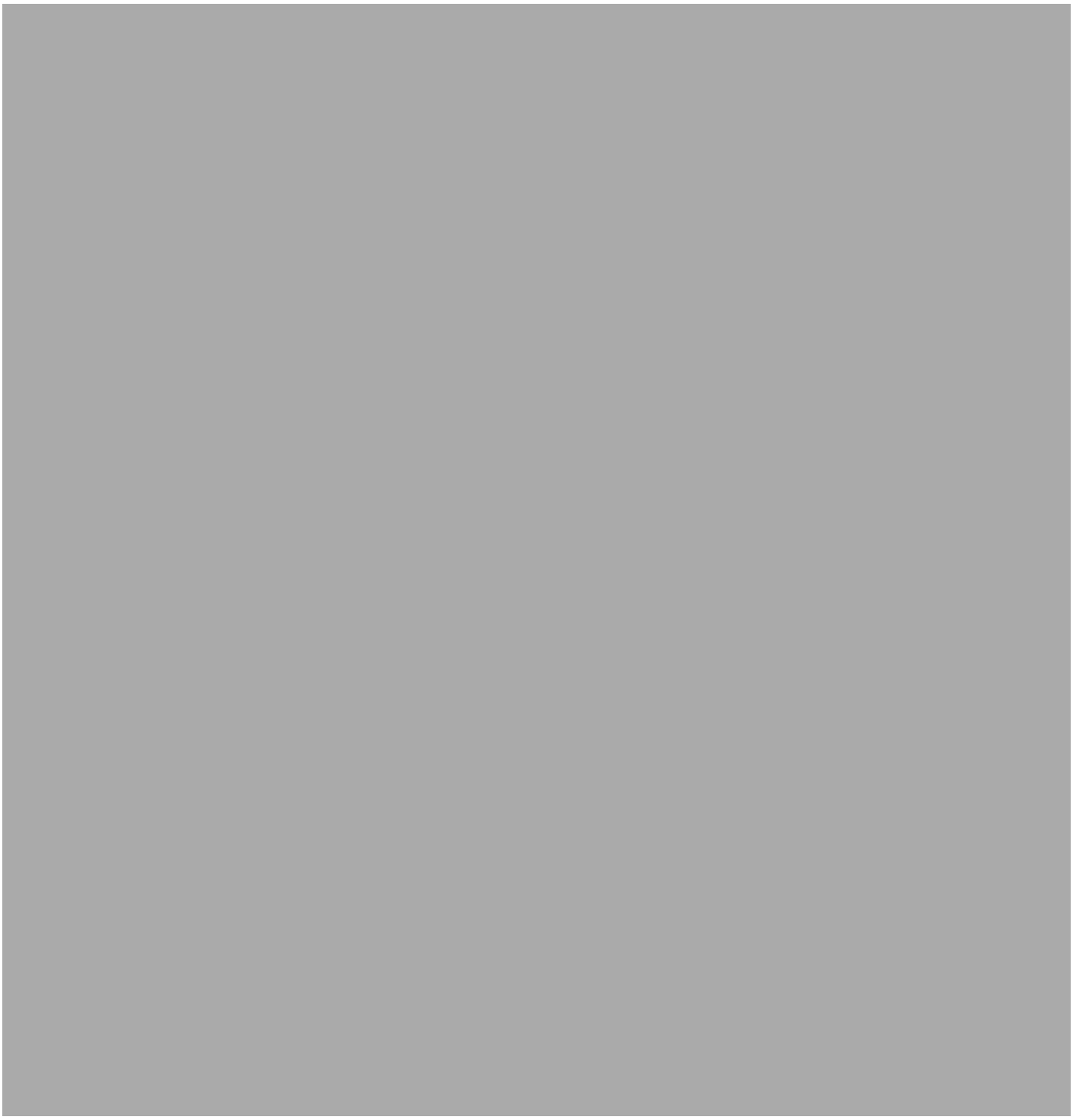
The Partners shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules (Appendix F).

- Whenever Parties' personnel are on a worksite of another Party they shall behave in a manner which is consistent with the rules of that Party. Whenever Parties are on a Shell worksite they shall behave in a manner which is consistent with Shell 's requirements for the management of health, safety, security, and the environment set forth herein as well as

any related rules, procedures or codes of practice in force at the relevant worksite. The Parties shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules.

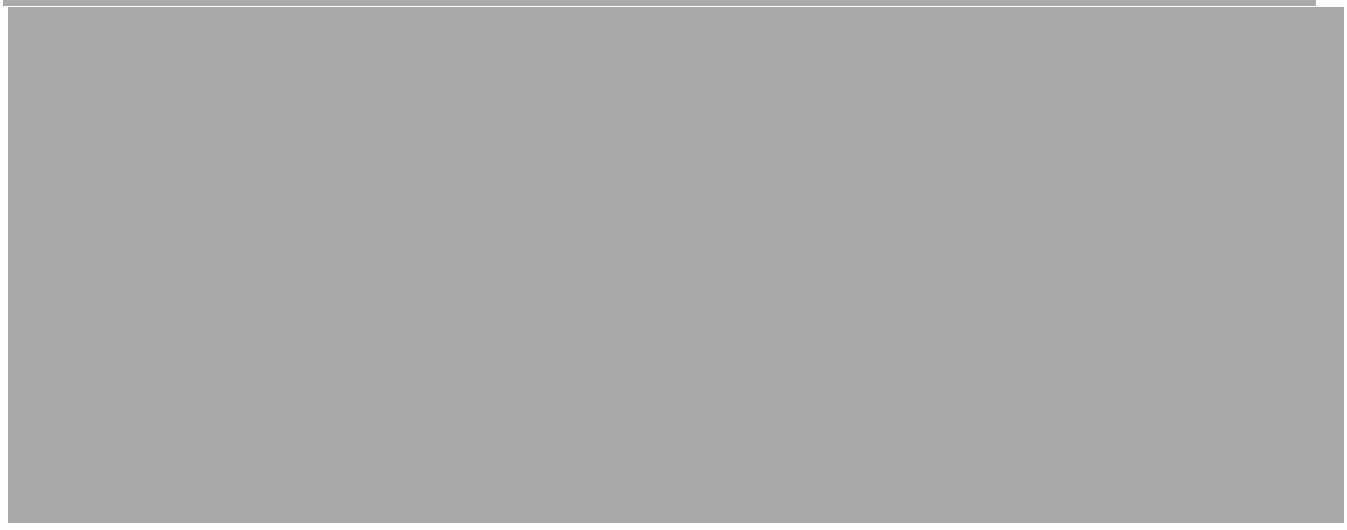
- Each Party confirms having received a copy of Shell's Life Saving Rules (or alternatively, has taken notice of the Life Saving Rules at http://www.shell.com/home/content/environment_society/safety/culture/).
- Each Party is solely responsible for determining the nature and scope of the health, safety, security and environmental risks associated with the work of the Party and its personnel in connection with the Agreement. Each Party assumes all responsibility and liability for such risks. Each Party and its personnel shall perform the scope without interfering with the operations of Shell or Affiliates of Shell or of any other Parties at the worksite.

12. BACKGROUND



13. FOREGROUND





14. USER RIGHTS AND/OR TRANSFER OF OWNERSHIP OF FOREGROUND





15. NON-DISCLOSURE AND DISCLOSURE OF INFORMATION AND DISSEMINATION OF FOREGROUND

One of the main objectives of the Programme is to generate and disseminate new knowledge. Only Public Information may be disclosed to Third Parties without any restriction and Foreground may only be disseminated, if Partners' rights regarding ownership, transfer of ownership and access rights are respected and the classification of such Foreground has been taken into account.

Before disclosing any Confidential Information to any Receiving Party, the Disclosing Party shall inform the Receiving Party's primary point of contact as mentioned in Article 21 of the nature of such information. The Receiving Party, acting in good faith, shall be entitled to refuse to receive such Confidential Information (for example, to avoid contamination of the Receiving Party's and/or its Affiliates' existing know-how) and, to the extent that the Disclosing Party does disclose Confidential Information to the Receiving Party after the Receiving Party has indicated that it does not wish to receive such information, the Receiving Party and its Affiliates shall (in the absence of further written agreement) be entitled to regard such information as non-confidential and be free to use and disclose it entirely as they see fit and for any purpose.

15.1. Non-Disclosure of Confidential Information

For Confidential Information the Receiving Parties hereby undertake for a period expiring five [5] years after the completion of the Project, unless otherwise decided by the Partners involved:

a) to preserve the confidentiality of all Confidential Information;

b) not to use Confidential Information otherwise than for the purpose for which it was disclosed;

c) to use such Confidential Information only for the implementation of the Project unless otherwise agreed with the Disclosing Party;

d) not to disclose Confidential Information to a Third Party without the prior written consent of the Disclosing Party;

e) to ensure that internal distribution of Confidential Information by a Receiving Party shall take place on a strict need-to-know basis; and

f) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Receiving Party including all copies thereof and to delete all Confidential Information stored in a machine readable form. If needed for the recording of on-going obligations, the Receiving Party may however request to keep a copy for archival purposes only. Further, the Receiving Party is not obliged to return or delete routinely created back-up copies of electronic documents containing Confidential Information until the copies are deleted in the ordinary course of business.

15.2. Notwithstanding Article 15.1 sub d, a Receiving Party shall be allowed to disclose Confidential Information of the Disclosing Party to an Affiliated Entity of the Receiving Party and such Affiliated Entity shall be allowed to use such Confidential Information for the purpose for which it was disclosed provided such Affiliated Entity:

a) needs to know and use such Confidential Information in furtherance of completing work under the Project;

b) has been informed of the confidential nature of the Confidential Information in question; and

c) is bound by obligations no less stringent than those assumed hereunder.

15.3. The Receiving Party shall be responsible for the fulfilment of the above obligations on the part of its employees and shall ensure that its employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of their employment.

15.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Receiving Party can show that:

a) the Confidential Information is or has become publicly available by means other than a breach of the Receiving Party's confidentiality obligations;

b) the Disclosing Party subsequently informs the Receiving Party that the Confidential Information is no longer confidential;

c) the Confidential Information is communicated to the Receiving Party without any obligation of confidence by a Third Party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

d) the Confidential Information, at any time, was developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party; or

e) the Confidential Information was already known to the Receiving Party prior to disclosure.

15.5. The Receiving Party shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

15.6. After a Party becomes aware of unauthorised disclosure, misappropriation or misuse, that Party shall promptly advise the other Party or Partners in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information.

15.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

a) notify the Disclosing Party; and

b) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

15.8. Dissemination of Public Information

Each Programme Partner shall ensure that Public Information is disseminated as swiftly as possible.

15.9. Each Programme Partner undertakes to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree which includes its Foreground or Background. However, confidentiality and publication articles have to be respected.

16. PUBLICATION

16.1. Before any proposed publication in connection with or relating to the Programme each Programme Partner will ask prior permission of the other Partners in accordance with the following procedure.

16.2. A copy of any publication shall be sent to the other Partners at the earliest time possible. Any of the Partners may object to the publication within 30 days after receipt of a copy of the proposed publication on any of the following grounds: (i) that they consider that the protection of the objecting Programme Partner's Foreground and/or Background would be adversely affected by the proposed publication or (ii) that the proposed publication includes Confidential Information of the objecting Programme Partner.

16.3. The proposed publication shall not take place until the expiry of the above period of 30 days. In the absence of any written objection within the above mentioned period, it is deemed that the Partners agree to the proposed publication. In the event that an objection is raised on any of the above defined grounds within the above period of 30 days, the Programme Partner proposing the publication and the Programme Partner objecting shall seek in good faith to agree a solution on a timely basis whereby such objection is resolved and the scientific quality is maintained.

16.4. The Partners undertake to cooperate to allow the timely submission, examination, publication, defence of any dissertation or thesis for a degree.

16.5. The publication may be postponed for a maximum period of three (3) months, as from the date the request for publication was made, in order for the protection of IPR.

16.6. For the avoidance of doubt, this procedure shall be applicable regardless of the content of the proposed publication.

17. TERMINATION

17.1. In addition to the remedies contained in Article 9 (Withdrawals), in the event that any Programme Partner shall commit any breach of or default in any terms or conditions of this Agreement, the Programme Committee may decide by unanimous vote of the non-defaulting Partners to serve written notice of such breach or default on the Defaulting Programme Partner and in the event that such Programme Partner fails to remedy such default or breach within 30 days after receipt of such written notice any of the Partners may, at their option and in addition to any other remedies which they may have at law or equity, remove the Defaulting Programme Partner and continue with the Project. Any removal of the Defaulting Programme Partner shall be reported to NWO.

17.2. If any Programme Partner (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Programme Partner's winding-up or dissolution; or makes an administration order in relation to that Programme Partner; or if any Programme Partner (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Programme Partner; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining members of the Programme Committee shall meet to suspend or terminate that Programme Partner's involvement in the Programme Committee and the Project. Any removal of the Defaulting Programme Partner shall be effective as of the date of the receipt of such notice whereupon the provisions of Article 9.3 shall apply to the defaulting Programme Partner.

17.3. In the event a Programme Partner is declared a Defaulting Programme Partner this Agreement will automatically be terminated towards this Programme Partner by written notice and without any legal proceedings.

17.4. In the event that it is agreed by all the Partners that there are no longer valid reasons for continuing the Programme, the Steering Committee may decide by unanimous vote to terminate the Programme.

18. BUSINESS PRINCIPLES; SUPPLIER PRINCIPLES; CODE OF CONDUCT

18.1. Each Party acknowledges that it has (a) received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at http://www.shell.com/sgbp) and the Shell Supplier Principles (or alternatively taken note of the Shell Supplier Principles at http://www.shell.com/suppliers) (collectively the "Business Principles"); (b) received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at http://www.shell.com/codeofconduct); and (c) been made aware of the Shell Global Helpline at http://www.shell.com/report_concerns/index.html. Each Party agrees that it will adhere to the principles contained in the Business Principles (or where other Parties have adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of Shell in connection with the Agreement and the business resulting therefrom. In the event that Shell or any of its Affiliated Entities supply staff that work on behalf of Shell or represent Shell, each Party commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct. Each Party will notify Shell immediately if it becomes aware of any behaviour by Shell staff, Parties or their Affiliated Entities which is, or may be, inconsistent with the Business Principles, the Shell Code of Conduct or, where the Party has adopted equivalent principles, their equivalent.

18.2. At Shell's request, a Partner will provide information to Shell as required to complete and fully respond to Shell's usual supplier questionnaires and due diligence to confirm compliance by Parties and their Affiliated Entities with Business Principles. As part of Shell's due diligence, Parties will grant Shell or its representative's reasonable access to Parties' facilities and sites which is necessary in order to review a Parties compliance with this Article 18.

19. COMPLIANCE WITH ANTI-BRIBERY LAWS; INTERNAL CONTROLS; TRADE CONTROL LAWS

19.1. Each Party represents and warrants that, in connection with the Agreement or the business resulting therefrom: (a) it is knowledgeable about anti-bribery laws applicable to the performance of the Agreement and will comply with all such laws; (b) neither it nor an Affiliated Entity have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.

19.2. Each Party undertakes to immediately notify other Parties if in connection with the Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage.

19.3. Shell confirms that its appointment of other Parties was expressly made on the basis that anti-bribery laws and the Business Principles would not be violated. Each Party acknowledges that the contents of the Agreement may be disclosed by Shell to Third Parties for the purposes of demonstrating compliance with this Article.

19.4. Each Party and its Affiliated Entities shall maintain adequate internal controls and procedures to assure compliance with anti-bribery laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

19.5. Each Party acknowledges that it is familiar with and will comply with all applicable trade control laws. Without prejudice to the foregoing, other Parties will provide Shell, in writing, with the relevant Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any dual-use or military items (i.e. goods, software, or technology) as well as Harmonized System Codes for any items provided pursuant to this purchase order. Unless otherwise agreed between the Parties, each Party shall be responsible for obtaining all necessary import and export licenses as required by applicable trade control laws for any goods, software, or technology provided by or on behalf of that Party pursuant to this purchase order. Where such licenses or authorizations are obtained, each Party shall provide Shell written notice of all applicable conditions, including but not limited to those restricting the further export, use or release of the goods, software or technology. Each Party, shall indemnify, defend, and hold harmless the other Parties, and Affiliated Entities from and against any and all losses, damages, costs (including legal fees), claims, expenses, fines and penalties incurred or suffered as a result of Party's non-compliance with trade control laws.

20. NON-ASSIGNMENT

This Agreement and any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Programme Partner other than to their respective Affiliated Entities, in whole or in part, without the express prior written consent of the other Programme Partners. Notwithstanding the former, ECN shall be entitled to assign all its rights and obligations under this Agreement to the Netherlands Organization for Applied Scientific Research TNO.

21. NOTICES

Any notice to be given under this Agreement shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to SHELL

Shell Global Solutions International BV

Address: Grasweg 31, 1031 HW, Amsterdam, NL

Email: [redacted]@shell.com

Attention:

if to the ETERNAL SUN GROUP

Eternal Sun Group

Address Wolga 11 (2491 BK), The Hague, the Netherlands

Email: @eternalsun.com

Attention:

if to the STICHTING ENERGIEONDERZOEK CENTRUM NEDERLAND (ECN)

Stichting Energieonderzoek Centrum Nederland

Address Westerduinweg 3, 1755 LE, Petten

Email: @ecn.nl

Attention:

if to EXASUN

Exasun BV

Address: Laan van Ypenburg 122, 2497 GC, The Hague

Email: xasun.com

Attention:

if to LEVITECH B.V.

Levitech

Address: Versterkerstraat 10, 1322AP Almere, The Netherlands

Email: @levitech.nl

Attention: Ernst Granneman

Email: levitech.nl

Attention:

if to TEMPRESS SYSTEMS B.V.

Tempress Systems B.V.

Address: Radeweg 31, 8171 MD VAASSEN

Email: [redacted]tempress.nl

Attention: [redacted], CTO

if to the TECHNISCHE UNIVERSITEIT DELFT (TUD)

Technische Universiteit Delft

Address: Mekelweg 4, 2628 CD Delft, the Netherlands

Email: [redacted]@tudelft.nl

Attention: [redacted]

if to the UNIVERSITY OF AMSTERDAM:

University of Amsterdam, Institute of Physics

Address: Science Park 904, 1098XH Amsterdam

[redacted]@uva.nl

Attention: [redacted]

Email: [redacted]@uva.nl

Attention: [redacted]

if to AMOLF

Science Park 104, 1098 XG Amsterdam

Email: [redacted]@amolf.[redacted]@amolf.nl

Attention: [redacted]

if to the TECHNISCHE UNIVERSITEIT EINDHOVEN (TU/e)

Technische Universiteit Eindhoven

Address: Groene Loper 5, 5612AE Eindhoven, The Netherlands

Email: [redacted]@tue.nl; [redacted]tue.nl

Attention:

For non-scientific matters:

Email: J @tue.nl

Attention:

if to NWO

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO)

Address: Van Vollenhovenlaan 659, 3527 JP Utrecht, The Netherlands

Email: @nwo.nl

Attention:

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

22. MISCELLANEOUS

22.1. No representation, partnership or agency

The Partners shall not be entitled to act or to make legally binding declarations on behalf of each other, unless explicitly stated in this Agreement. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Partners.

22.2. Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise, the name of any of the Partners or any of their logos or trademarks without their prior written approval.

22.3. Partners shall refrain from any action which might harm (the reputation of) the other Partners.

22.4. Headings

The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

22.5. Waiver of rights

If a Party fails to enforce, or delays in enforcing, an obligation of another Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this

Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

22.6. Entire Agreement

This Agreement and its Appendices constitute the entire agreement between the Partners relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this article does not exclude any liability which a Party may have to another (or any right which a Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

22.7. Applicable law

This Agreement shall be construed in accordance with and governed by the laws of The Netherlands.

22.8. Settlement of disputes

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, may be submitted to start a proceeding under the rules of arbitration of the Netherlands Arbitration Institute. The place of arbitration shall be The Hague if not otherwise agreed by the Partners. The award of the arbitration will be final and binding upon the Partners. However nothing in this Agreement shall limit the Partners' right to seek injunctive relief or to enforce summary proceedings by a competent court of law in the Netherlands.

EXECUTED by the Partners

For and on behalf of [PARTNER NAME] Universiteit van Amsterdam

Name:

Positio

SIGNE

TITUTE OF PHYSICS
Science Park 904
Postbus 94485
090 GL Amsterdam
The Netherlands

Date: 8/5/2017

Appendix A Programme Proposal

Reference: FOM-16.1945

Version: 2.0

Date: 31-1-2017

1. Title of the proposed FOM program Nr. FOM-16.1945

Towards high-efficiency hybrid tandem solar cells

2. Applicants and industrial partner(s)

Applicants:

n (program leader)
Delft University of Technology,

Delft University of Technology,

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

University of Amsterdam

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

Industrial partners:

Shell, Amsterdam

Tempress, Radeweg 31, 8171 MD Vaassen

Levitech BV, Versterkerstraat 10, 1322 AP Almere

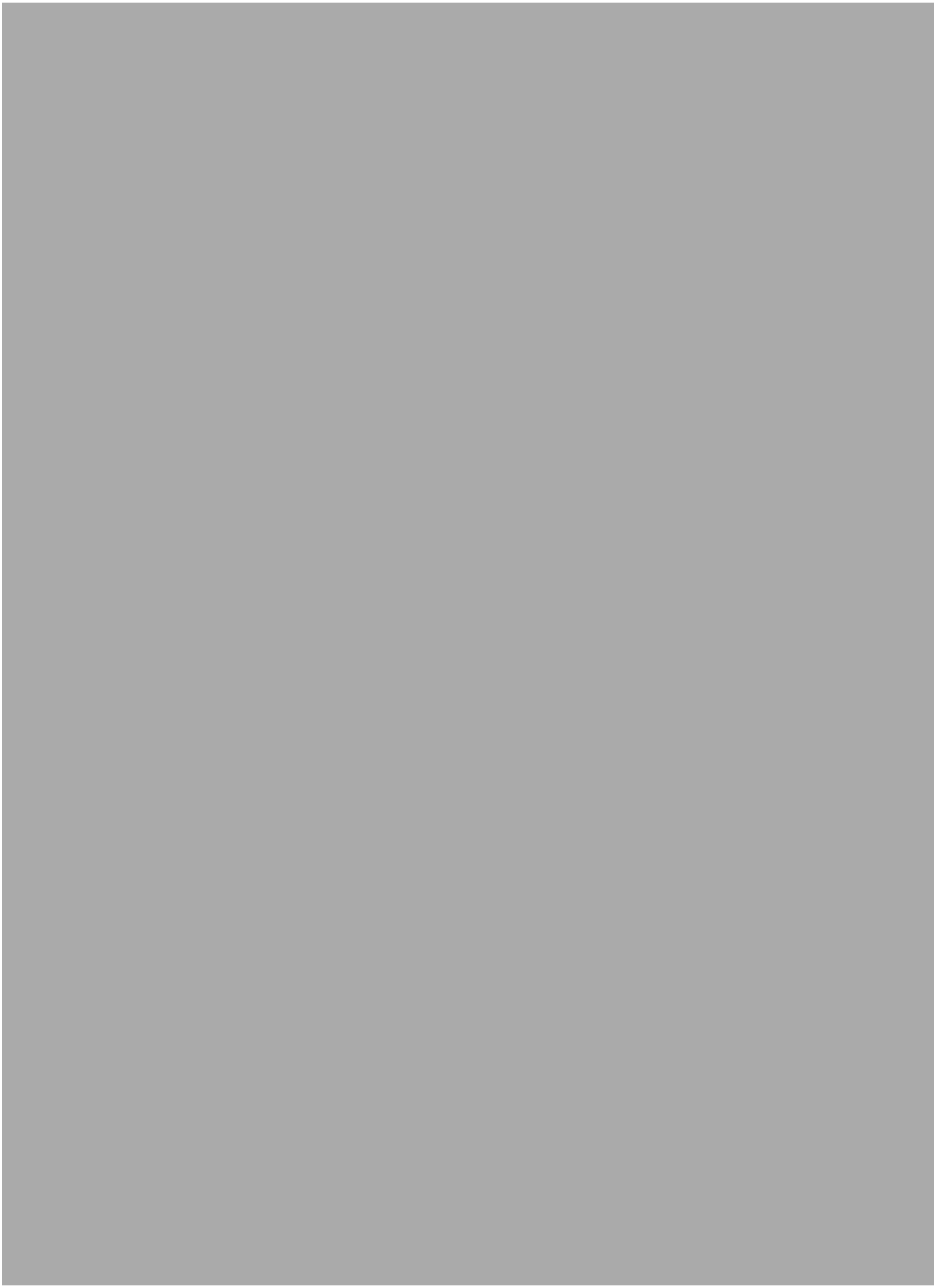
Exasun BV, Laan van Ypenburg 122, 2497GC Den Haag

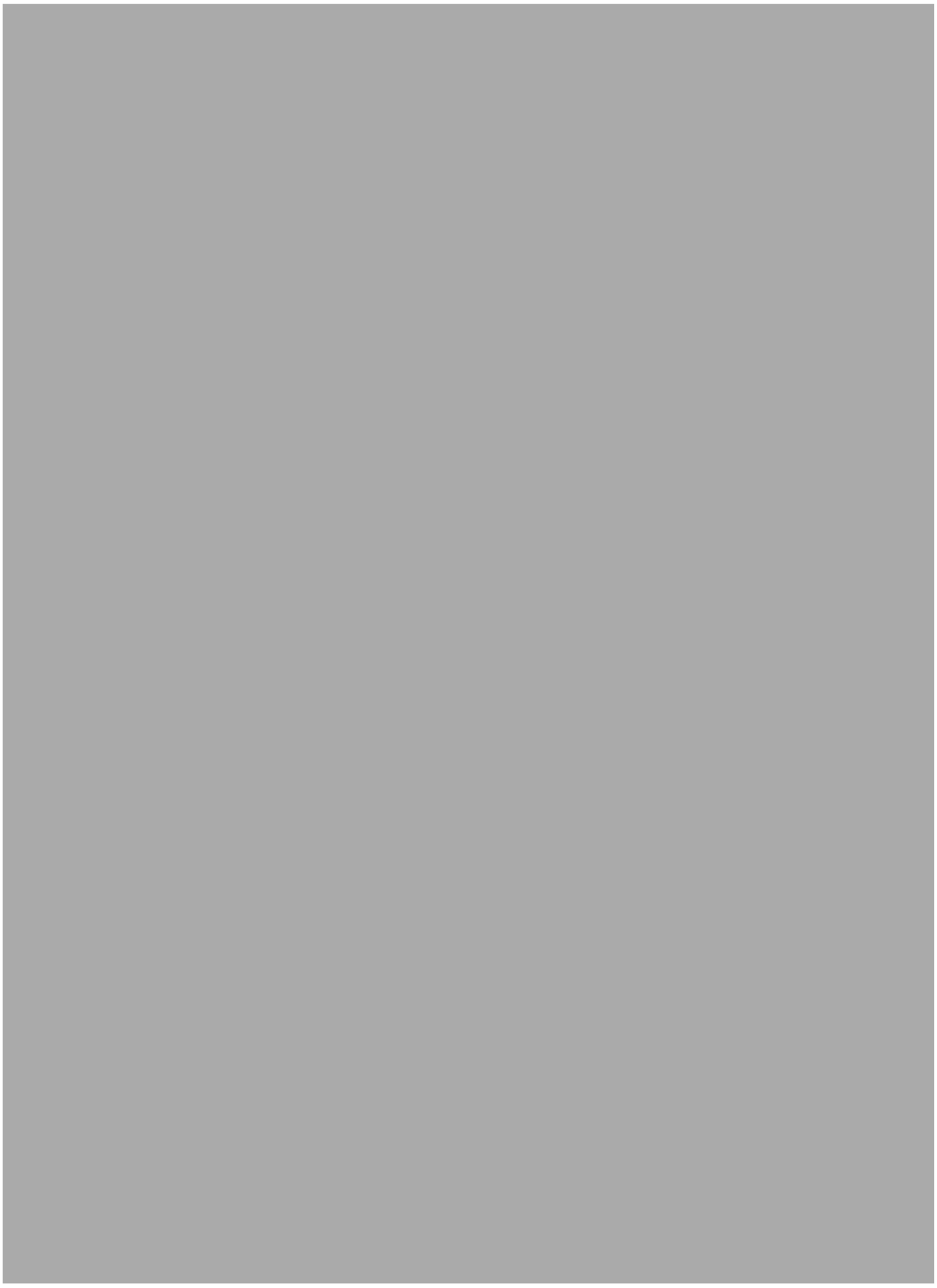
Eternal Sun Group, Wolga 11, 2491 BK Den Haag

ECN:

ECN Petten

ECN Solliance, Eindhoven









[redacted]

From: [redacted]@shell.com
Sent: vrijdag 2 december 2016 17:56
To: [redacted]@fom.nl
Cc: [redacted]y@shell.com; [redacted]@shell.com; [redacted]@shell.com; [redacted]@shell.com; [redacted]@shell.com; [redacted]@shell.com
Subject: Letter of Commitment

Dear [redacted],

On behalf of SHELL GLOBAL SOLUTIONS INTERNATIONAL B.V. ("Shell") I am pleased to inform you of our intent to support the initiative entitled Joint Solar Programme III ("JSPIII") for which a proposal is submitted by Prof. Dr. Miro Zeman for funding from FOM.

Motivation to participate
Shell is renewing its interests in various forms of renewable energy. PV is clearly on the shortlist. Many different PV cells and concepts exist, each with its own technology challenges and cost picture, now and in the future. Via this program we want to get better insight into a possible concept to reach high efficiency cells at costs roughly those of current Silicon. Additionally, this provides the possibility to broaden our contacts in the (Dutch) PV knowledge institutes and SMEs.

Intended Contribution

Shell intents to contribute 500,000 Euro in cash, as described in the application. The commitment of this cash contribution will be subject to a signed agreement including terms and conditions under which Shell will join the consortium, the project proposal to be granted and a minimal FOM / NWO contribution in cash of 2,000,000 Euro. Shell's cash contribution will be of private origin, i.e. it neither is/originates from a governmental subsidy nor has any other public origin.

We are pleased with the willingness of NWO to enter into discussions with Shell on a general set of terms and conditions that can be applied to NWO funded projects going forward.

We are looking forward to a fruitful cooperation and discussion.

With kind regards,

[redacted]
[redacted]

Shell Global Solutions International B.V.
P.O. Box 38000, 1030 BN Amsterdam, The Netherlands
(Grasweg 31, 1031 HW Amsterdam, The Netherlands)
Ext. +31 20[redacted]; Mob. +[redacted]
Internet: www.shell.com/globalsolutions

Tempress Systems commitment letter JSP-III

TEMPRESS AMTECH GROUP

Ref: JSP-III commitment letter

Date: 30th November 2016

To:
Stichting voor Fundamenteel Onderzoek der Materie
[redacted]
P.O. Box 3021
3502 GA Utrecht

CC: [redacted]
Tempress Systems

Dear [redacted]

On behalf of Tempress Systems I am happy to inform you that we are willing to support the initiative entitled Joint Solar Programme III ("JSPIII") for which a proposal is submitted by Prof. Dr. Miro Zeman for funding from FOM.

Motivation to participate
The combination of silicon bottom with perovskites top solar cells are very attractive when it produces more than 28% cell efficiency. This next step in PV can be made towards 1ct / kWh LCOE.
Tempress can participate in the consortium with experience by having a deep connections with customers and offering process support for silicon bottom cell technologies.

Intended contribution
Subject to agreement on the terms and conditions in the cooperation agreement, Tempress Systems will commit to an in-kind contribution as described in the application of k€ 15 per year, in total k€ 60. In case the project proposal is not granted, an agreement on the co-operation agreement could not be reached, or in case the support is significantly lower than anticipated at the moment of signing of this Letter of Commitment, Tempress Systems is entitled to reconsider and may end its participation and contribution.

We are looking forward to a fruitful cooperation.

[redacted]

Tempress ■ Radeweg 31 ■ 8171 MD ■ Vaassen ■ Netherlands ■ T +31 (0)578 699200 ■ F +31 (0)578 693693
www.tempress.nl ■ sales@tempress.nl ■ CoC-number 05080185 ■ VAT-number NL815183367B01

LEVITECH

Stichting voor Fundamenteel Onderzoek der Materie
[redacted]
P.O. Box 3021
3502 GA Utrecht

Almere, November 29, 2016

Dear [redacted]

On behalf of Levitech BV I am more than happy to inform you that we are willing to support the initiative entitled Joint Solar Programme III ("JSPIII") for which a proposal is submitted by Prof. Dr. Miro Zeman for funding from FOM.

Motivation to participate
Levitech is interested in innovative technologies and the associated physics in the field of advanced PhotoVoltaics. Participation in such projects makes it possible to create an early lead in the development of future advanced solar cell processing systems.
Levitech's role is to provide input on the in's and out's of various deposition techniques that are being considered within the project. It should be noted that the expertise of the Levitech personnel in deposition technology is much wider that covered by Levitech's current product portfolio (ALD and RTP equipment).
In addition to that, Levitech will deposit Al2O3 films for members of the JSPIII consortium in the Levitrack spatial ALD system.

Intended contribution
Subject to agreement on the terms and conditions in the cooperation agreement, Levitech BV will commit to a total contribution as described in the application of k€ 30 (thirty thousand euros) in kind, of which an annual contribution of [redacted] in person hours and an annual contribution of [redacted] in runs on the Levitech equipment. The total over 4 years makes k€ 30.
In case the project proposal is not granted, an agreement on the co-operation agreement could not be reached, or in case the support is significantly lower than anticipated at the moment of signing of this Letter of Commitment, Levitech BV is entitled to reconsider and may end its participation and contribution.

We are looking forward to a fruitful cooperation.

With kind regards,

LEVITECH B.V.

[redacted]

[redacted]

Delivery Address:
Luidsprekerstraat 1
1322 AW Almere
The Netherlands

Levitech BV
Versterkerstraat 10
1322 AP Almere
The Netherlands
+31 (0)36 538 76 79

Exasun BV
Laan van Ypenburg 122
2497GC Den Haag
The Netherlands

SUPERIOR SOLAR PANELS I PRODUCED & INVENTED IN THE NETHERLANDS

LETTER OF COMMITMENT

To: Stichting voor Fundamenteel Onderzoek der Materie

P.O. Box 3021
3502 GA Utrecht

Subject : **JSP III**
Date: **November 18th , 2016**

Dear

On behalf of Exasun I am more than happy to inform you that we are willing to support the initiative entitled Joint Solar Programme III ("JSPIII") for which a proposal is submitted by Prof. Dr. Miro Zeman for funding from FOM.

Main reasons to participate

Exasun BV is a manufacturer of high efficiency solar modules, based in the Netherlands. We have a production facility in Ypenburg (Den Haag) with a capacity currently of 50MW/year. We produce only advanced solar modules with good aesthetics, high efficiency and high durability, based on *back contact* solar cells and a glass-glass module construction.

The efficiency of solar modules is mainly determined by the efficiency of the solar cells. In order to differentiate from our competitors and to continuously offer better products to our customers, we strongly support the development of solar cells with higher efficiency.
The solar cells intended to be developed in this project have the potential to reach very high efficiencies.

The proposed developments and ambitions will require several designs and processes to be developed. Besides process development, the long term stability of these materials and cells is also a very important factor. The partners in the program have the knowledge and facilities to investigate this topic. We expect these developments to result in stable and high efficiency devices, as well as an important lead in knowledge for Dutch companies and Institutions. In order to reach these goals it is crucial that these research efforts are focussed into a coherent program such as JSP III.

Role of Exasun

Exasun aims for a final project result consisting of a demonstrator module made of solar cells > 26% efficiency. Exasun intends to advise on solar cell and module design, and on executing interconnection experiments (solar module manufacturing). Exasun's contribution (in-kind) for the project is €43K.

Specific contributions of Exasun:

- **Project 1:** Advanced architectures for hybrid tandem solar cells – discussion on design and requirements
- **Project 2:** High-efficiency (interdigitated back contact, IBC) c-Si solar cell – discusssion on design, interconnection tests
- **Project 3:** Stable, high-efficiency perovskite solar cell – mini-module manufacture, to be send to partners for reliability and outdoor testing
- **Project 4**: Light management – design and process compatibility discussions
- **Project 5**: Spectrum shaping – interconnect impact, mini-module manufacture - to be send to partners for reliability and outdoor testing
- **Project 6**: Novel thin films & passivation solutions– no role Exasun
- **Project 7**: Advanced metallization for hybrid tandem solar cells– interconnection to new metallisation.

PhD students working on the project are welcome to come to Exasun to get practical experience with cell interconnection and module manufacturing, and to enhance the design and reliability discussions.

Exasun is one of only two module manufacturers in the Netherlands. One of Exasun specialisations lies in low stress and low temperature interconnection methods. This is probably required for the cells to be developed in this program. As Exasun has developed its own production equipment, adjustments to use new cell designs are possible. By being a partner in this program, Exasun aims to be able to demonstrate a high efficiency module made on the Exasun module manufacturing line, using solar cells which have the potential to be manufactured at other industral partners – using the cell manufacturing processes and equipment as developed in this program by the other partners.

Intended contribution

Subject to agreement on the terms and conditions in the cooperation agreement, Exasun will commit to a total contribution as described in the application of k€ 43.990 in kind. In case the project proposal is not granted, an agreement on the co-operation agreement could not be reached, or in case the support is significantly lower than anticipated at the moment of signing of this Letter of Commitment, Exasun BV is entitled to reconsider and may end its participation and contribution.

With kind regards,



Exasun BV

To:
Stichting voor Fundamenteel Onderzoek der Materie
[redacted]
P.O. Box 3021
3502 GA Utrecht

Dear [redacted]

On behalf of Eternal Sun B.V. I am more than happy to inform you that we are willing to support the initiative entitled Joint Solar Programme III ("JSPIII") for which a proposal is submitted by Prof. Dr. Miro Zeman for funding from FOM.

Motivation to participate
Our company is specialized in testing technology, methods and equipment for PV modules and cells. We are interested in the development of the new solar cell technologies within the JSPIII since this will also bring new challenges in our field of testing and characterization. We aim to have our test equipment and methods always ready for the newest solar cell technologies and want to exchange knowledge and experience on this topic with the partners in this program.

We contribute to the program in-kind with knowledge, equipment and facilities for testing and evaluating the samples that are developed by the partners.

Intended contribution
Subject to agreement on the terms and conditions in the cooperation agreement, Eternal Sun B.V. will commit to a total contribution as described in the application of €10.000 in kind. In case the project proposal is not granted, an agreement on the co-operation agreement could not be reached, or in case the support is significantly lower than anticipated at the moment of signing of this Letter of Commitment, Eternal Sun B.V. is entitled to reconsider and may end its participation and contribution.

We are looking forward to a fruitful cooperation.

With kind regards,

[redacted]

ECN

Date 24 november 2016
Your reference
Our reference ECN-SOLAR-2016-035

Contact
T [redacted]
[redacted]ecn.nl

P.O. Box 1, 1755 ZG Petten, the Netherlands

Stichting voor Fundamenteel Onderzoek der Materie
[redacted]
P.O. Box 3021
3502 GA Utrecht

Subject Letter of Commitment for JSP III

Dear [redacted]

On behalf of ECN I am more than happy to inform you that we are willing to support the initiative entitled Joint Solar Programme III ("JSPIII") for which a proposal is submitted by Prof. Dr. Miro Zeman for funding from FOM.

Motivation to participate
Hybrid tandem solar cells and modules and its individual component cells described in the JSPIII program are an integral part of ECN's R&D program and key to increase the efficiency of PV devices and reduce the cost of solar electricity. The focus of the JSPIII program is on fundamental aspects of hybrid tandems and it is therefore complementary to our program which is at higher technology readiness levels (TRLs). Because of this complementarity the program will enhance our cooperation with Dutch academia and strengthen the knowledge position of the Netherlands in this highly competitive field.
Our intended contribution will be:

- Participating in the program committee of JSPIII;
- Supplying cell precursors and carrying out process steps using our industrial process equipment;
- Giving access to our process and characterization facilities for PhD students carrying out their R&D within JSPIII;
- Evaluating and discussing the results with the PhD students and their supervisors.

From our institute Dr. Huib van den Heuvel (director Solliance, the consortium in which ECN performs its Thin-Film PV R&D activities) and Dr. Paul Wyers (director ECN Solar Energy) will represent ECN and participate in the program committee.

Intended contribution
Subject to agreement on the terms and conditions in the cooperation agreement, ECN will commit to a total contribution as described in the application of k€ 50 in kind ([redacted] equipment, [redacted] personnel), and could be higher dependent on the progress made. In case the project proposal is not granted, an agreement on the co-operation agreement could not be reached, or in case the support is significantly lower than anticipated at the moment of signing of this Letter of Commitment, ECN is entitled to reconsider and may end its participation and contribution.

Petten
Postbus 1
1755 ZG Petten

Westerduinweg 3
1755 LE Petten
The Netherlands

T 088 [redacted]
F 088 [redacted]
www.ecn.nl

[redacted]

We are looking forward to a fruitful cooperation.

With kind regards,



Appendix B the Grant

Exacte en
Natuurwetenschappen

Technische Universiteit Delft
[redacted]
Postbus 5
2600 AA DELFT
NEDERLAND

Datum: 8 juni 2017
Dossiernr: 680.91.011
Correspondentienr: 2017/ENW/00260025
Telefoon: [redacted]
E-mail: [redacted]@nwo.nl
Vermeld in uw antwoord datum, dossier- en correspondentienummer

Onderwerp: Honoreringsbesluit 'Towards high-efficiency hybrid tandem solar cells' (Joint Solar Programme III)

Geachte professor [redacted] best[redacted]

Tot mijn genoegen kan ik u meedelen dat het Domeinbestuur Exacte en Natuurwetenschappen (DB-ENW) op 18 mei 2017 heeft besloten uw programmavoorstel 'Towards high-efficiency hybrid tandem solar cells' (dossiernummer: 680-91-011) onder de in deze brief genoemde voorwaarden en bepalingen te honoreren.

Uw aanvraag is beoordeeld volgens de beoordelingsprocedure en –criteria van het Industrial Partnership Programme (IPP) van voormalig FOM.[1] In deze procedure hebben de werkgemeenschapscommissies NANO en COMOP (Gecondenseerde materie en optische fysica) advies uitgebracht aan het DB-ENW. Deze adviezen treft u aan in de bijlagen. Uw aanvraag is eveneens beoordeeld door de TKI Urban Energy waarvan u het advies ook aantreft in de bijlage.

Voor een toelichting op het beoordelingsproces en de overwegingen van de werkgemeenschapscommissies en het Domeinbestuur kunt u contact opnemen met de secretaris van dit programma, [redacted] tel. 030 [redacted]

Toegekende subsidie
De totaal aan u toegekende subsidie bedraagt maximaal € 2.350.000, waarvan maximaal € [redacted] voor personele kosten en maximaal € [redacted] voor additionele middelen. De middelen zijn u toegewezen voor het onderzoek zoals beschreven in de bovengenoemde aanvraag met een looptijd van vijf jaar.
De NWO-uitvoeringskosten zijn gebaseerd op de in de aanvraag beschreven overhead. Daarnaast zal NWO vijf maal een bijdrage van € 5.000 leveren aan het jaarlijkse Sunday congres. Dit bedrag is daarom toegevoegd aan de NWO-uitvoeringskosten.

[1] Zie: https://www.fom.nl/nwo-domein-enw/samenwerken-met-bedrijven/ipp/voorwaarden-ipp/

Nederlandse Organisatie
voor Wetenschappelijk Onderzoek
Laan van Nieuw Oost-Indië 300, 2593 CE Den Haag
Postbus 93460, 2509 AL Den Haag
www.nwo.nl

[redacted]

Onderstaande tabel geeft een beknopt overzicht van het goedgekeurde totale programmabudget van uw aanvraag en de bijdragen daaraan, inclusief het in te brengen *in kind* deel door de private partijen:

Programmabudget		**Bijdrage**	
Toegekende subsidie (middels deze brief)	€ 2.350.000	NWO (maximaal)	€2.000.000
[redacted]			
Totaal budget	€ 2.847.000	Totaal bijdragen	€ 2.847.000

* definitief privaat commitment dient in de samenwerkingsovereenkomst te worden gegeven
** de PPS-toeslag komt pas beschikbaar na toekenning door RvO via het TKI Urban Energy aan NWO. Vanaf dit jaar houdt de TKI Urban Energy geen TKI fee meer in, waardoor het gehele bedrag beschikbaar komt voor dit programma.

De personele component van de subsidie is vastgesteld conform de salaristabel per 1 juli 2016 volgens de NWO-VSNU contractafspraken inzake toekenningen vanaf 1 april 2001. U krijgt een subsidie ter hoogte van zeven maal € [redacted] voor de aanstelling van:

- zeven promovendi voor een periode van vier jaar en 1,0 fte;
- plus éénmalig per promovendus-positie een persoonsgebonden benchfee van € 5.000 voor de duur van zijn/haar aanstelling.[2]

Het additionele budget voor andere activiteiten in het kader van het programma bedraagt maximaal € [redacted] Dit budget kunt u aanwenden voor materieel, gebruik van clean rooms, en activiteiten gericht op kennis transfer, conform de begroting in de bovengenoemde aanvraag.
De toewijzing voor additionele middelen is € [redacted] lager dan u op grond van de aanvraag zou verwachten. Dit komt door verdiscontering van zeven maal een benchfee (€ [redacted] in de personele lasten, de bijdrage voor de Sunday die via NWO zal lopen (€ [redacted] en afrondingsverschillen (€ [redacted]

Wanneer u wijzigingen wilt aanbrengen in het programma geldt conform de NWO Regeling Subsidies dat inhoudelijke en budgettaire wijzigingen de instemming van NWO nodig

[2] Deze benchfee kan gebruikt worden voor reis- en verblijfskosten in het kader van het project en drukkosten voor dissertaties.

hebben. Voor inhoudelijke wijzigingen in het programma en budgetverschuivingen tussen hoofdkostenposten is voorafgaande instemming van NWO nodig. Daartoe heeft het DB-ENW haar bevoegdheid gedelegeerd aan de NWO vertegenwoordiger in de Stuurgroep. Budgetverschuivingen binnen een hoofdkostenpost dient u te verantwoorden bij de voortgangs- en eindrapportage.

De uitbetaling van de subsidie vindt plaats volgens het betaalschema op het Startformulier. De eerste tranche wordt beschikbaar gesteld direct na goedkeuring van het Startformulier en de gegevens van de projectbetrokkenen door het NWO-bureau. De overige tranches worden steeds een jaar later overgemaakt. De laatste tranche wordt uitbetaald na ontvangst en goedkeuring van het wetenschappelijk eindverslag en de financiële verantwoording. Alle tranches worden overgemaakt aan de organisatie waaraan u verbonden bent. U bent zelf verantwoordelijk voor het verdelen van de middelen over de medeaanvrager(s) (ook bij andere universiteiten) en voor het indienen van de gehele wetenschappelijke en financiële eindverantwoording van de middelen. Uitgangspunt voor de subsidievaststelling is dat wordt voldaan aan de in het controleprotocol van het Ministerie van OCW met de universiteiten vastgelegde richtlijnen voor de controle van NWO-projecten.

Voorwaarden en bepalingen

De subsidie wordt u toegekend onder de voorwaarden dat de private partners hun gecommitteerde bijdragen leveren en de betrokken partijen en NWO voorafgaand aan de start van het programma een samenwerkingsovereenkomst ondertekenen.

Verder stelt het DB-ENW een extra voorwaarde, namelijk dat u onderzoekt hoe de groep van [redacted] (RUG), waar onderzoek naar perovskiet zonnecellen wordt uitgevoerd, betrokken kan worden bij dit programma. Het DB-ENW verzoekt u met [redacted] contact op te nemen en een terugkoppeling te rapporteren (schriftelijk) aan de eerstvolgende vergadering van de COMOP werkgemeenschapscommissie. Voor de duidelijkheid meld ik dat – mocht er geen inhoudelijke aansluiting zijn – het uiteraard niet verplicht is om [redacted] te betrekken. Eveneens meld ik dat een verschuiving van budgetten binnen dit programma niet aan de orde is.

De overige voorwaarden waaronder deze subsidie wordt toegekend, zijn opgenomen in de NWO Regeling Subsidies (zie bijlage).

Private bijdragen

Private partner Shell draagt een bedrag van in totaal € 500.000 *in cash* bij ten behoeve van de subsidie en de NWO-uitvoeringskosten. Dit bedrag wordt aan de aanvrager toegekend onder de opschortende voorwaarde dat de private partner zijn gecommitteerde financiële verplichtingen aan NWO ten behoeve van het programma tijdig nakomt. Indien de private partner zijn financiële verplichting niet, of niet geheel nakomt, komt het overeenkomstige deel van de subsidie te vervallen. Naast de reeds genoemde financiële bijdrage leveren vier private partijen en ECN een *in kind* bijdrage aan het programma, ter waarde van in totaal € 194.000. Deze *in kind* bijdrage is een essentiële bijdrage aan het programma en vormt een integraal onderdeel van het goedgekeurde onderzoek.

Samenwerkingsovereenkomst
Voorafgaand aan de start van het programma wordt een samenwerkingsovereenkomst ("*Consortium Agreement*") tussen de kennisinstellingen, de betrokken private partners en NWO ondertekend door al deze partijen. Deze overeenkomst is reeds in een vergevorderd stadium, en dient vóór 31 juli 2017 getekend te zijn door alle partijen, in verband met de tijdige aanvraag van PPS-project toeslag. NWO ondertekent de overeenkomst als laatste partij. Op dat moment zal NWO de definitieve PPS-toeslag aanvraag indienen bij de TKI Urban Energy.

PPS-toeslag (voorheen: TKI-toeslag)
U heeft in uw programmabegroting zogenoemde PPS-toeslag opgenomen. Het maximale bedrag dat hiervoor kan worden aangevraagd bedraagt € 153.000 (25% van de private cash bijdrage aan uw programma + 40% van de eerste € 20.000 *in cash* of *in kind* bijdrage per private partij).

NWO verzorgt de aanvraag van deze toeslag via de TKI Urban Energy, die dit aanvraagt bij de Rijksdienst voor Ondernemend Nederland (RvO), die de PPS-toeslagregeling uitvoert. De uiterlijke aanvraagdatum van de PPS toeslag is 31 juli 2017; om die reden dient de samenwerkingsovereenkomst ruim vóór deze datum bij NWO binnen te zijn.

De basis van de PPS-toeslagaanvraag vormt de door alle betrokken partijen ondertekende samenwerkingsovereenkomst. Houdt u er rekening mee dat er **geen** medewerkers op het programma aangesteld kunnen worden vóórdat de PPS-toeslagaanvraag is ingediend bij RvO. Voor alle duidelijkheid meld ik dat de PPS-toeslag na verlening door RvO en TKI Urban Energy aan NWO via een aanvullend subsidiebesluit door NWO aan u zal worden toegekend.

Startformulier
Na het indienen van de PPS-toeslagaanvraag door NWO ontvangt u een e-mail met een Startformulier. Tegelijkertijd start NWO met het innen van de *cash* bijdragen bij de bovengenoemde private partner. Met het ingevulde en ondertekende Startformulier dat u indient via NWO's online administratiesysteem ISAAC, stelt u het NWO-bureau op de hoogte wanneer uw onderzoeksprogramma van start gaat en geeft u tevens aan dat u de subsidie onder de reeds genoemde voorwaarden aanvaardt. Na goedkeuring van het formulier door NWO, wordt u verzocht – ook via ISAAC – de gegevens van de projectbetrokkenen in te voeren en de CV's te uploaden.

U dient het NWO-bureau direct in kennis te stellen van wijzigingen in de betalingsgegevens op het ingezonden Startformulier en van (het voornemen tot) beëindiging van het dienstverband van de aangestelde onderzoeker(s) of projectleider(s) bij de instelling.

Verslaglegging
Over het project dient u, onder vermelding van projectnummer en –titel, te rapporteren voor de jaarverslaglegging van NWO. U ontvangt jaarlijks vanuit het NWO-bureau de richtlijnen daarvoor.
Daarnaast dient u twee maal per jaar dan wel daartoe verzocht door de Stuurgroep of Programmacommissie van het programma, schriftelijk te rapporteren over de voortgang van het programma.

Verder kan NWO u op ad-hoc basis verzoeken te rapporteren over uw project.
Binnen drie maanden na afloop van het project dient een wetenschappelijk eindverslag en een financiële eindverantwoording ingediend te worden via ISAAC. Een format hiervoor wordt u te zijner tijd per e-mail toegestuurd.

Integriteit
NWO heeft in haar subsidieregeling opgenomen dat al het onderzoek dat NWO financiert, uitgevoerd moet worden in overeenstemming met de nationaal en internationaal aanvaarde normen van wetenschappelijk handelen zoals neergelegd in de Nederlandse Gedragscode Wetenschapsbeoefening 2012 (VSNU). In geval van (mogelijke) schending van voornoemde normen bij een door NWO gefinancierd onderzoek, dient u NWO hiervan onverwijld op de hoogte te stellen en dient u alle ter zake relevante documenten aan NWO te overleggen.

Open Access
NWO stelt als voorwaarde dat publicaties die uit (mede) door NWO gefinancierd onderzoek voortvloeien (ook) publiek toegankelijk worden gepubliceerd op een van de volgende wijzen:
a. publicaties worden naast plaatsing in een regulier tijdschrift ook geplaatst in een publieke database, bijvoorbeeld een repository;
b. publicaties worden gepubliceerd in wetenschappelijke Open Access-tijdschriften of -boeken met waarborging van de wetenschappelijke kwaliteit door peer-review.
Een nadere toelichting is te vinden op onze website: www.nwo.nl/openaccess.

Informatie en correspondentie
Nu uw aanvraag is gehonoreerd, heeft het programma een nieuw dossiernummer gekregen. Ik verzoek u vriendelijk in alle correspondentie het nieuwe nummer **680-91-011** te vermelden.

Ik ga er vanuit dat u uw programmapartners en de financieel verantwoordelijke van uw faculteit of instituut op de hoogte brengt van de inhoud van deze brief. De wetenschappelijke begeleiding van uw programma wordt verzorgd door het NWO-bureau. Voor nadere informatie hierover kunt u contact opnemen met de secretaris van dit programma, [redacted] (tel. 030 - [redacted] @nwo.nl).

Vragen
Indien u vragen heeft over dit besluit of overweegt bezwaar te maken, kunt u contact opnemen met de secretaris van dit programma. Dit contact heeft geen opschortende werking voor de bezwaartermijn.

Ik feliciteer u met de verworven subsidie en wens u en uw programmapartners veel succes toe bij de uitvoering van het onderzoek.

Met vriendelijke groet,
namens het bestuur van NWO-domein Exacte en Natuurwetenschappen



CC: Afdeling Financiën & Control, Domein Exacte en Natuurwetenschappen

Bijlagen:

Advies werkgemeenschapscommissie NANO	ENWF 17.0443
Advies werkgemeenschapscommissie COMOP	ENWF 17.0439
Advies beoordelingscommissie TKI Urban Energy	
NWO Regeling Subsidies, versie 1 december 2015	

Het domeinbestuur is bevoegd tot subsidieverlening krachtens een mandaat van de Raad van Bestuur van NWO. Zie Bevoegdhedenregeling NWO 2017. Binnen zes weken na de dagtekening van dit besluit kunt u hiertegen per brief bezwaar maken bij de Raad van Bestuur van NWO, Postbus 93138, 2509 AC Den Haag. Uw bezwaarschrift dient ten minste te bevatten: uw naam en adres, de datum van uw bezwaarschrift, de redenen waarom u het niet eens bent met dit besluit en uw handtekening. Voeg bij uw bezwaarschrift een kopie van dit besluit. Meer informatie over de bezwaarschriftenprocedure vindt u op de NWO website.

BIJLAGE: Advies beoordelingscommissie TKI Urban Energy

Uit email van [redacted] aan [redacted] d.d. 18-04-2017

"Onze beoordelingscommissie heeft het projectvoorstel inhoudelijk beoordeeld. Ze zijn erg enthousiast over het voorstel en hebben een aantal aanbevelingen geformuleerd:

- De focus van het voorstel is erg breed waarbij coördinatie en convergentie van de activiteiten in de verschillende onderzoekslijnen een serieuze uitdaging zullen gaan zijn. De commissie vindt het daarom belangrijk om de projectmanagement taak explicieter te benoemen in het projectvoorstel waarbij het tevens van belang is om te benoemen dat er t.z.t. detailplannen worden gemaakt per projectfase.
- De internationale context van dit onderzoeksveld is erg belangrijk. Daarom vraagt de commissie om expliciet in het projectvoorstel op te nemen hoe de kennispositie van de Nederlandse projectdeelnemers zich verhoudt ten opzicht van de internationale state of the art. Daarnaast adviseert de commissie om de voorgestelde workshops internationaal toegankelijk te maken.
- In het voorstel wordt veel aandacht besteed aan efficiëntieverbetering. De commissie adviseert om daarnaast voldoende aandacht te besteden aan de mogelijk te bereiken energieopbrengsten op specifieke plaatsen op aarde (waar onder in ieder geval Nederland).
- Gezien de kwetsbaarheid van de samples zal het transport hiervan in de praktijk kritisch zijn. De commissie adviseert om in het projectvoorstel expliciet in te gaan hoe de 'sample flows' logistiek georganiseerd gaan worden.
- Tenslotte is het van belang om in het projectvoorstel te beschrijven hoe zal worden omgegaan met IPR. De belangrijkste uitgangspunten ten aanzien IPR, die later uitgewerkt worden in een Project Agreement, moeten al in het projectvoorstel worden opgenomen. "

BIJLAGE: NWO Regeling Subsidies, versie 1 december 2015

Exacte en
Natuurwetenschappen

Aan het Domeinbestuur Exacte en
Natuurwetenschappen

Datum: 01-05-2017
ENWF – 17.0439
Telefoon: [redacted]
E-mail: [redacted]@nwo.nl

Betreft: Aanbieding advies van de Werkgemeenschapscommissie Nanofysica/-technologie over de programma-aanvraag 'Towards high-efficiency hybrid tandem solar cells' (Joint Solar Programme III)

Geacht Bestuur,

Hierbij bied ik u het advies aan van de Werkgemeenschapscommissie Nanofysica/-technologie over de programma aanvraag 'Towards high-efficiency hybrid tandem solar cells' van [redacted]

Met vriendelijke groet,

Namens de Werkgemeenschapscommissie Nanofysica/-technologie,

[redacted]

Van Vollenhovenlaan 659, 3527 JP Utrecht
Postbus 3021, 3502 GA Utrecht
www.nwo.nl

[redacted]

NWO | Exacte en Natuurwetenschappen

ENWF-nr: 17.0439

Advice NANO committee concerning the programme: 'Towards high-efficiency hybrid tandem solar cells'

programme leader: [redacted]

The proposal concerns an Industrial Partnership Programme executed by a consortium of TUD, TU/e, AMOLF and UvA to develop high efficiency hybrid solar cells based on a tandem of Si and perovskite materials. It is a continuation of the earlier strategic joint solar program I and II by FOM. The proposal covers all aspects of possible new devices, i.e. materials (design and fabrication), development of efficient light collection schemes, minimization of recombination losses inside the materials (defects and surfaces) and minimization of the electrical losses (contacts and electrodes). The project is based on the combination of tandem cells, each optimized for a specific part of the solar spectrum.

The programme is scientifically sound and challenging in a promising modern field of photovoltaic applications. It has a clear fundamental nature and aims in laying the foundation for future applications. This basic work makes the programme interesting for industry (mainly Shell but also several smaller enterprises) which will possibly use this knowledge in the future. The industrial contribution in cash (k€ 500k out of k€ 2500) is substantial while the in kind contribution is important and definitely essential for the success. The programme is structured in seven clearly defined PhD projects that are closely connected to each other. Frequent interactions and exchanges in a series of meetings (twice per year) and complementary work in several of the project ensure the coherence of the programme.

The project has been very positively evaluated by three referees. The criticism of the fourth referee who is concerned that the project will not achieve the 30% efficiency goal is very convincingly answered.

Because of the quality and the importance of the topic (solar cells) the NANO committee strongly recommends this programme for funding. Strictly speaking only a relatively small part of the programme (in particular related to the efficient coupling to light with nano optics) is directly related to the competence of the Nano committee. Most of the programme is more material, technical physics and COMOP oriented.

NWO | Exacte en Natuurwetenschappen

Aan het Domeinbestuur Exacte en Natuurwetenschappen

Datum: 01-05-2017
ENWF - 17.0443
Telefoon: [redacted]
E-mail: [redacted]@nwo.nl

Betreft: Aanbieding advies van de Werkgemeenschapscommissie Gecondenseerde materie en optische fysica over de programma-aanvraag 'Towards high-efficiency hybrid tandem solar cells' (Joint Solar Programme III).

Geacht Bestuur,

Hierbij bied ik u het advies aan van de Werkgemeenschapscommissie 'Gecondenseerde materie en optische fysica' over de programma aanvraag 'Towards high-efficiency hybrid tandem solar cells' van [redacted]

Met vriendelijke groet,

Namens de Werkgemeenschapscommissie Gecondenseerde materie en optische fysica,

[redacted]

Van Vollenhovenlaan 659, 3527 JP Utrecht
Postbus 3021, 3502 GA Utrecht
www.nwo.nl

[redacted]

NWO | Exacte en Natuurwetenschappen

ENWF-nr: 17.0443

Advice COMOP committee concerning the programme: 'Towards high-efficiency hybrid tandem solar cells'

programme leader: [redacted]

Scientific merits of the proposal

One of the key technologies that has the ability to provide a sustainable and clean supply of energy is photovoltaics. It is evident that in the coming years the importance of photovoltaics will substantially increase. Currently we are already facing the dramatic effects of global warming due to the ongoing CO_2 production. We have to speed up with the energy transition from conventional to sustainable and clean energy resources. The societal importance of this project on high-efficiency hybrid tandem solar cells is evident.

This proposal is dealing with a very relevant and timely topic. It is well-written and has clear and well-defined objectives. The JSP III proposal is focused on the hybrid perovskite/silicon tandem solar cell. The ultimate aim is to realize a solar cell with an efficiency of 30% or higher. In order to achieve this goal a multi-forked approach is required in which material, process and device architecture aspects have to be scrutinized. The main goal of this programme is not to incrementally improve the perovskite/silicon solar cells efficiency, but rather to explore promising new research directions/routes for the development of perovskite/silicon solar cell with efficiencies exceeding 30%. The involved principal investigators are, without exception, renowned scientists with strong individual track records. They can form a strong multidisciplinary team that has the potential to deliver work of a very high scientific level.

The research programme is ambitious and challenging (as it should be!) and as such there are of course also some risks and hurdles that have to be overcome. A point of concern is that none of the principal investigators is an expert on perovskite solar cells. Below we mention of few related points of concern:

- A point of some concern is that the research team has not yet realized a perovskite/silicon tandem solar cell, whereas some other groups have. However, it is very likely that this research team will quickly catch up with their competitors.
- The integration of transparent contacts on top of the perovskite cells without destroying it, the growth of perovskite films on top of textured surfaces as well as the upscaling of perovskite cell are important issues that require attention during the execution of the (sub)projects.

The proposed research programme contains several innovative and original ideas considering the realization of perovskite/silicon solar cells. The requested budget is adequate, the required infrastructure is available and the envisaged work seems doable within the proposed timeframe of five years.

Programmatic merits of the programme

The research team consists of a group of scientists, that all have a strong track record in their subfields, as well as several industrial partners and institutions (Shell, ECN/Solliance, Eternal Sun, Exasun, Tempress and Levitech). The programme comprises 7 subprojects (one PhD student per subproject) that cover a broad range of important aspects of the perovskite/silicon tandem cells. The projects are linked to each other resulting into a coherent programme. The size of the programme is in line with the envisaged research plans and the programme has sufficient critical mass.

The objectives of this programme, as well as of its subprojects, are clear and well-defined and the added value by combining several top-notch applicants (from the academia and industry) with different knowledge/expertise/infrastructure is well-addressed in the proposal.

The programme will be led by Prof. Zeman. Prof. Zeman has ample experience with the management of scientific projects, which gives us confidence that also this project will be managed successfully. The organizational structure is transparent and the role of the programme committee and steering committee is well-described. The division of the 7 sub-projects into four separate clusters reveals that the applicants have made considerable efforts to streamline and optimize the collaboration among the participants of the programme.

There is a strong commitment form the industry. Shell is co-financing this programme by a substantial amount of money (M€ 0.5).

Conclusion

This is an interesting and well-written proposal on a timely topic. The research team (applicants form the academia, industrial partners and involved institutions) has almost all the required expertise, knowledge and infrastructure to successfully execute the proposed research plan. There are some issues related to the perovskite cell that deserve additional attention (especially referee four made several critical remarks), but the COMOP committee believes that this research team is able to adequately handle/tackle these challenges/difficulties. Within the Netherlands, [redacted] RUG) has ample experience with perovskite based solar cells and therefore it might be very valuable to involve her into the programme. The COMOP recommends to support the Joint Solar Program III.

Appendix C Background list

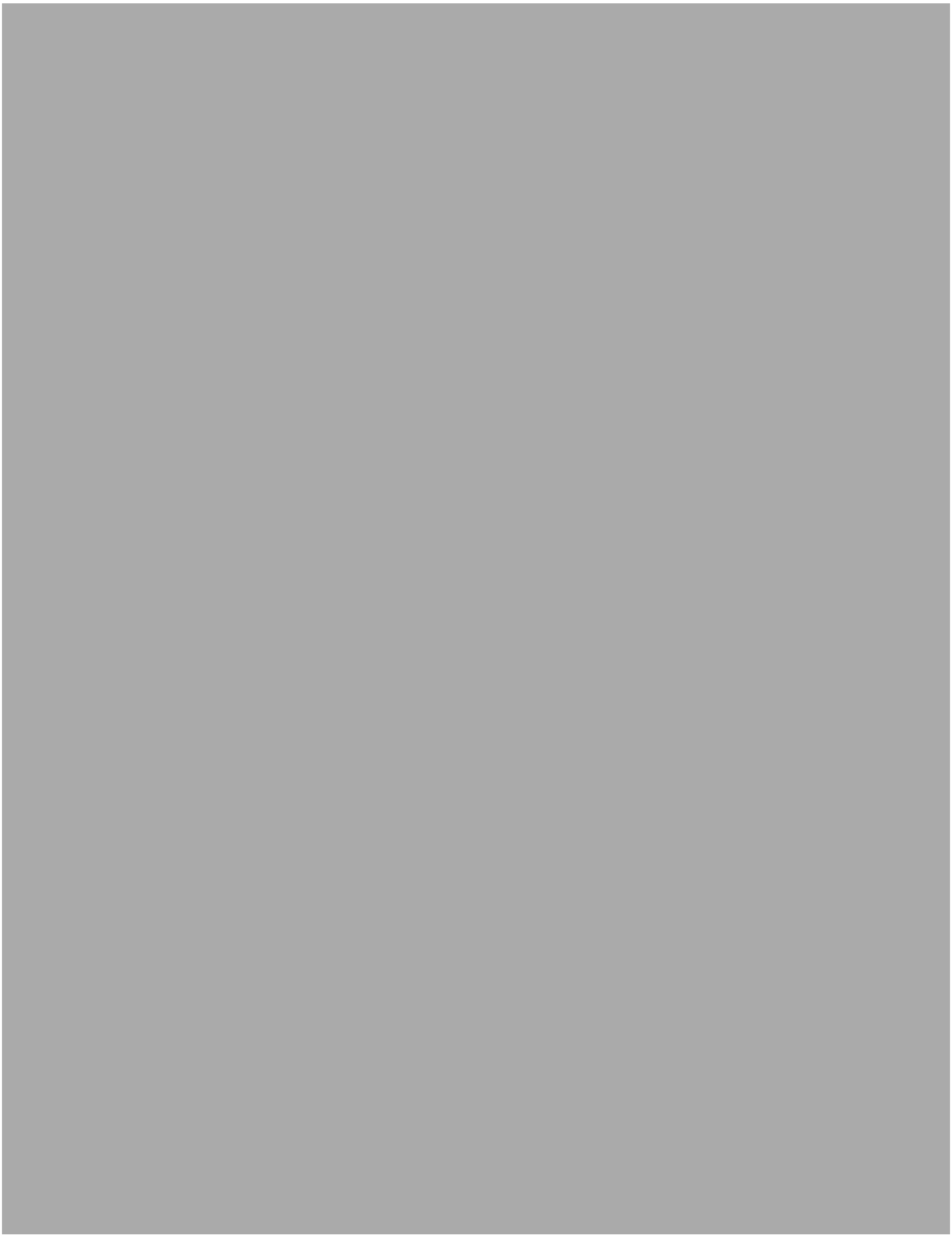
C1. Background included

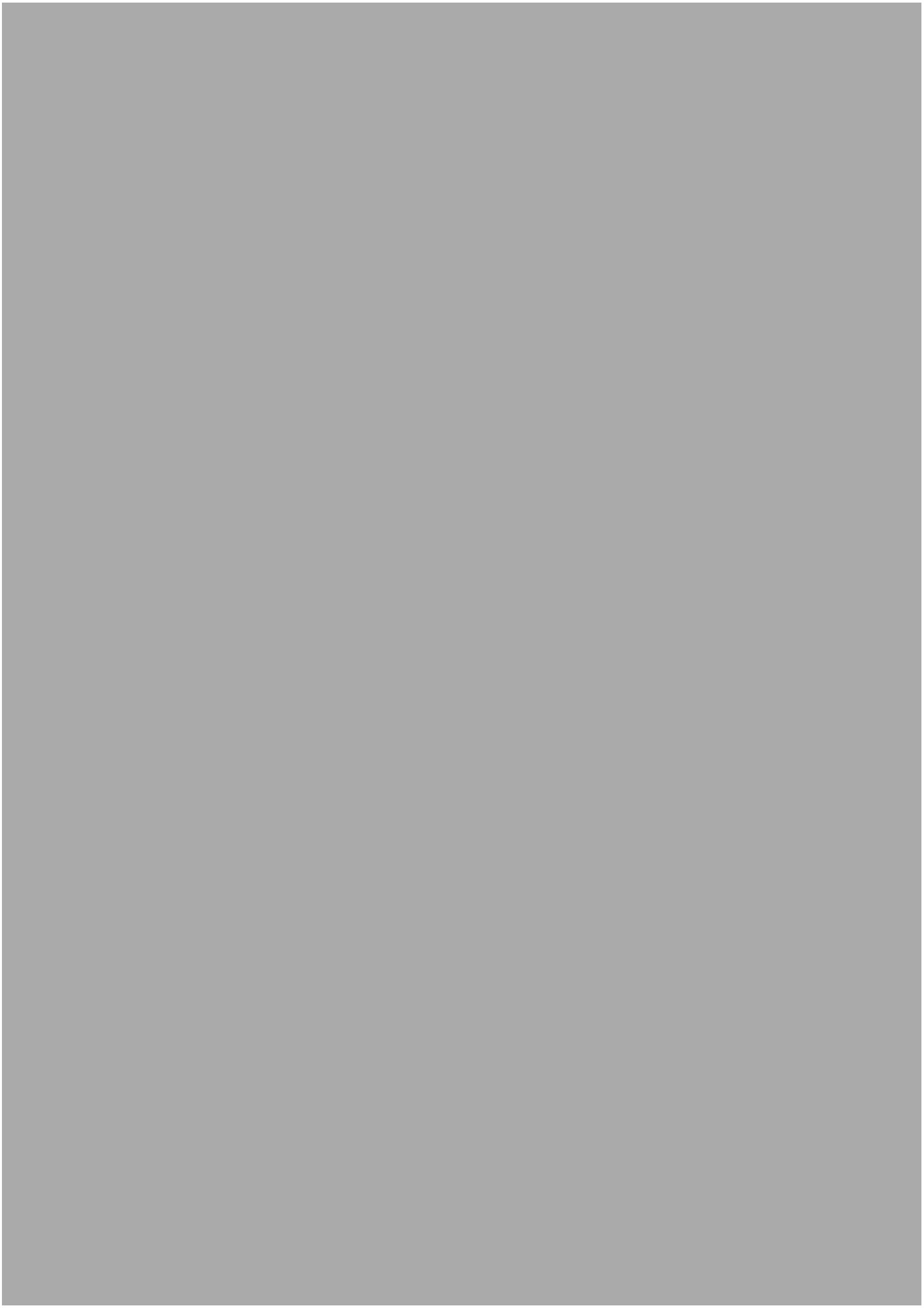
C2. Background excluded

In general:

- Background developed by employees not participating in the Project or Work Packages concerned;
- Background developed by employees participating in the Project but which is outside the scope of the Project;
- Background developed under the terms of any other agreement with other Partners;
- All know-how that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights
- All know-how related to existing patents and patent applications of the Partners (or any of its affiliates)

Appendix D Financial Arrangements







The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in five (5) equal parts. The first payment shall be remitted within sixty (60) days after the Effective date, as invoiced by NWO to the (respective) Private Partner(s).

The Private Partner(s) receive(s) invoices to remit its/their Financial Contributions that include its/their share in the program management and networking costs on the following dates:

- Effective date (in year 2017)
- 1st October 2018
- 1st October 2019
- 1st October 2020
- 1st October 2021.

Invoicing procedure

NWO will send to the Private Partners digital invoices. To this end, Private Partners will provide to NWO the following information:

- the purchase order
- the item number
- the requirements and procedures for invoicing, including the invoice submission address

Payment term for Shell will be 60 days.

For Private Partners that create (a) purchase order(s) or a vendor/client number, NWO provides the

following information:

The financial contribution is free of VAT

Address:

Netherlands Organisation for Scientific Research

Laan van Nieuw Oost-Indië 300

2593 CE The Hague

P.O. Box 93138

2509 AC The Hague, The Netherlands

www.nwo.nl



Email address to be used:

[redacted]@nwo.nl;

Appendix E Provisions for in-kind contributions

1. Permitted in-kind contributions

The following costs, directly attributable to the research project and incurred by the private party, may be contributed by private parties as in-kind contributions (see also provision 1):

a. Hours worked within the scope of the project:
   - wage costs, it being understood that these are based on an hourly wage, calculated on the basis of the annual wage at full employment according to the column «loon voor de loonbelasting» of the wage statement, plus the surcharges for social contributions payable by law or under individual contract or collective bargaining agreement, and based on 1650 productive hours per year. This amount may be increased with a surcharge for other general costs, subject to a maximum of 50% of the wage costs referred to above. The ensuing hourly rate to be attributed to the project, including said 50% surcharge for general costs, is capped at € 100. Contribution of costs for supervision or for project management is possible in the event of active participation of the intended supervisor or project manager in the research project (cf. under 1b).
b. Costs of material and resources to be used, based on the original purchase prices.
c. Use of equipment and machines
   - Costs associated with the purchase and use of machines and equipment, it being understood that these are based on the depreciation costs to be attributed to the project, calculated on the basis of the original purchase prices and a depreciation period of at least five years; costs of consumables and maintenance during the period of use.
   - Costs of purchase and use of machines and equipment that were not purchased solely for the project will only be considered project contributions pro rata based on the foregoing if there is a time log for each machine or for the equipment that conclusively establishes the operating hours.
   - In-kind contributions in the form of a discount on the regular purchase price in economic transactions (list price) of machines and equipment. The discount must be at least 25% of the list price. The costs charged to the project's equipment budget will then amount to the list price less said discount.

2. Accounting of in-kind contributions

Private parties must render account of their in-kind contributions to NWO by means of a statement of the contributed costs, to be provided to NWO within three months after the end of the research project to which the in-kind contribution was made. The application for approval of the in-kind contribution must be submitted simultaneously with the application for approval of the subsidy amount by the university partner(s), accompanied by a collective final report. If the in-kind contribution for which account must be rendered exceeds € 125,000, an auditor's report must be submitted; in other cases, a written statement by the holder or a power of attorney stating that the contributed in-kind efforts can actually be attributed to the project will suffice.

If the private party that committed itself to a research project with an in-kind contribution ultimately fails to make such in-kind contribution in full or in part, Article 10.6 applies.

Appendix F Shell Life Saving Rules

The safety of all those working for Shell is of great concern to us. Not following a safety rule is a significant contributory factor to past safety incidents involving Shell contractors. Most people consistently follow the safety rules but there is room for improvement.

As a potential supplier to Shell you and your people need to understand the Life-Saving Rules (high level details are below) and to ensure full compliance with them.

These Rules are not new but they ensure extra focus on 12 high-risk activities at work where we know that failure to comply has the highest potential for serious injury or death.

Complying with the Life-Saving Rules is vital for all Shell employees, and the employees of contractors and sub-contractors working for any Shell company.

Failure to comply will have serious consequences. Our approach will be that if someone chooses to break a Life-Saving Rule, they choose not to work for Shell. We will also apply this approach to supervisors who create or tolerate conditions for the breaking of the Rules.

The Life-Saving Rules will help protect everyone from harm and I look forward to your support in making our working environment a safer place.

7. Shell's 12 Life-Saving Rules

1: Work with a valid work permit where required





2: Conduct gas tests when required

3: Verify isolation before work begins and use the specified life protecting equipment





4: Obtain authorisation before entering a confined space

5: Obtain authorisation before overriding or disabling safety critical equipment





6: Protect yourself against a fall when working at height

7: Do not walk under a suspended load





8: Do not smoke outside designated smoking areas

9: No alcohol or drugs while working or driving





10. While driving, do not use your phone and do not exceed speed limits

11. Wear your seat belt





12: Follow prescribed Journey

BIJLAGE 9: SHELL

Project Agreement

PARTIES:

(1) **Stichting voor de Technische Wetenschappen (Technology Foundation STW)**, having its principal office in Utrecht, at Van Vollenhovenlaan 661 (3527 JP), the Netherlands, hereinafter referred to as "**STW**", legally represented by its Director. [redacted];

(2) **Wageningen Universiteit**, Department Agrotechnology and Foodsciences, having its principal office in Wageningen at Stippeneng 2 (6708 WE), the Netherlands, hereinafter referred to as "**WUR**", legally represented by its Managing Director, [redacted];

(3) **University of Amsterdam**, Institute of Biodiversity and Ecosystem Dynamics, having its principal office in Amsterdam at Science Park 904 (1098 XH), the Netherlands, hereinafter referred to as "**UVA**", legally represented by its Director, [redacted];

(4) **Shell Global Solutions International B.V.**, a company existing and organized under the laws of the Netherlands, with registered office at Kessler Park 1, 2288 GS, Rijswijk, the Netherlands, hereinafter to be referred to as "**Shell**", in this matter duly represented by its Vice President Exploration Technology, [redacted]

Together referred to as "**Parties**" and individually as "**Party**";

WUR and UVA will be referred to as "Academic Project Partners" together or as "Academic Project Partner" individually. Shell will be referred to as "Company";

WHEREAS:

- STW enables new technology by funding applied scientific research and promoting technology transfer;
- STW Programs, aim to answer innovation issues by developing new technologies through a multidisciplinary approach, by collaboration amongst public and private parties by organizing specific programs with a focus on valorisation and entrepreneurship;
- the Academic Partners are participating in the STW Programme entitled "*WATERNEXUS – salt-containing water as a new driver for economy in delta areas*" (hereinafter: "Waternexus"), more specifically they carry out a Project entitled: "Integral Blue Prints" as described in the Programme Description with STW reference number 14302;
- Waternexus, takes place with financial support from STW and all research results, in any case all foreground IP, generated within the respective projects of Waternexus, including intellectual property rights thereto are jointly owned by STW and the respective Academic Partners;
- Company and other involved industrial partners have committed to support the Research financially with an in-cash and/or an in-kind contribution which forms an integral part of Waternexus;
- The Parties wish to lay down in writing the terms and conditions for the execution of the Project.

AGREE AS FOLLOWS:

Article 1
Definitions

Agreement	means this agreement, including its Annexes.
Affiliate	shall mean (i) Royal Dutch Shell plc ("RDS") and any company or other legal entity other than Shell, which, at the time in question, is directly or indirectly controlled by RDS; and (ii) any company or other legal entity which, at the time in question, is being managed or operated by Shell Global Solutions International B.V., or a company as defined in (i) above; or to which Shell Global Solutions International B.V., or a company defined in (i) above, is providing services under a construction, operating or technical services agreement on a cost sharing basis. For the purpose of this definition, a particular company is (i) directly controlled by another company if that latter company legally owns fifty per cent or more of the voting rights attached to the issued share capital, or voting interest, of the first mentioned company; and (ii) is indirectly controlled by another company if a series of companies can be specified, beginning with that latter company and ending with the first mentioned company, so related that each company of the series (except the latter company) is directly controlled by one or more of the companies earlier in the series.
Background	means all IPR, information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) that is not generated or conceived within this Research provided by a party to the other party within the Research, with the exception of the Results. For the avoidance of doubt, Shell does not contribute Background.
Confidential Information	means any information including Background and Research Results disclosed by a Party for the purpose of executing the Research or any information identified as confidential before or at the time of disclosure.
IPR	means intellectual property rights, including but not limited to patents, copyright, database rights, designs, drawings, plant variety rights, trademarks, semi-conductor rights, and any applications for such rights.
Official	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
Project	The research project under the Programme entitled: "Integral Blue Prints".

Project Leader	means an employee of the Academic Project Partner with ultimate responsibility for the content and realization of the Project.
Results	means the results generated within the Research, including, but not limited to, IPR, materials, prototypes, techniques, know-how, data, and other information.
User Committee	means the user committee installed to each individual Project within Waternexus which shall consist of one representative of all involved parties within the Project. This User Committee shall convene at least twice a year to discuss the Results and general progression of the Project.

Article 2
Programme conduct of Waternexus

(1) The Academic Project Partners shall conduct the Project in accordance with the Project Proposal (Annex 1), and the applicable "STW General Conditions" as attached in Annex 2, to the best of their knowledge and ability and taking into account the criteria and standards applicable to scientific and/or technological research.

(2) For the performance of the Project, the Academic Project Partners shall select and appoint personnel with appropriate qualifications. [redacted] (WUR) shall be appointed as Project Leader. The Academic Project Partners shall ensure that the Project Leader and the other appointed personnel comply with the obligations imposed on the Academic Project Partners and its employees in this Agreement.

(3) In the execution of the Project, the Academic Project Partners will comply with all applicable legislation and will behave in an ethically acceptable manner as may be expected in scientific and/or technological research. The Academic Project Partners shall inform STW and the Company immediately if new information emerges which is relevant to (the conduct of) the Project or the utilization of the Results.

(4) A User Committee will be formed. The Project Leader chairs the User Committee and a representative of STW shall act as its secretary. The User Committee shall meet at least twice a year. During such meeting, the Project User shall discuss the progress of the Project, on the basis of the written progress report, prepared by the Project Leader. The progress report shall be sent at least two (2) weeks before the Project Committee meeting and shall contain amongst others a description of the Results obtained so far. The Project Leader shall use the format, as can be found on the website of STW.

(5) The Project Leader submits a continuation application to STW from 18 up to 24 months after the starting date. In the continuation application the Project Leader describes the progress, work plan/milestone planning, anticipated results, (additional) input from users, options for protecting results, options for commercialising the results and the necessity of the remaining funding in order to carry out the project plan. STW may impose further conditions regarding the content of the continuation application.

STW submits the continuation application to the users in the User Committee. STW asks the users to give a reasoned opinion (in writing or during the User Committee meeting) on the continuation of the project. On the basis of the continuation application and the opinion of the

Users Committee, and after advice of the Program Committee, STW takes a final decision on the continuation of the project.

Article 3

Funding and Payment

(1) The Academic Project Partner is according to the Project Plan entitled to compensation of expenses, incurred by the Academic Project Partner in the execution of the Project. For the performance of the Project, STW has budgeted an amount of € 655.029. The conditions on the basis of which the Academic Project Partner can claim its expenses, are described in the General Conditions, attached as Annex 2 to this Agreement.

(2) Company shall make a total in cash contribution to the Project with the amount of €250.000.

Article 4

Rights to the results



[redacted]

Article 5
Confidentiality and publication

(1) STW and the Academic Partners will ensure that Company will not receive any Confidential Information.

(2) STW and Academic Partners are entitled and encouraged to publish the Results generated within a Waternexus Project. However, all Publications done within the context of the Project programme are subjected to a publication release structure:

a) Before a Publication can be released, STW and the respective Academic Partners shall submit a draft of the Publication thirty (30) days before the publication thereof to the User Committee assigned to Project which generated the Publication.

b) Within one (1) month of receiving the draft Publication the User Committee members may indicate that they have substantial objections against the Publication or they are interested in patenting certain Results disclosed in the Publication.

c) In case of an objection as mentioned above under b), the Academic Partners shall, in mutual consent adapt the Publication in such a way that the objections are removed.

d) In case a User Committee member is interested in patenting certain Results as mentioned under b), STW and the relevant Academic Partner will delay publication for a further maximum period of up three (3) months from the date of receipt of the draft of the Publication.

Article 6
Liability and Warranty

(1) Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the Agreement, will be determined in accordance with applicable law.

(2) Neither party will be liable to the other for that other party's own consequential loss, or any punitive or exemplary damages that might be awarded in that party's favour, regardless of negligence or other fault.

(3) Neither party excludes or limits its liabilities to the extent they may not be excluded under applicable law.

Article 7
Miscellaneous

(1) *Business ethics and conflicts of interest*
Each Party shall uphold the highest standards of business ethics in the performance of this Agreement and shall require its directors, officers, employees, consultants, agents and contractors to conduct themselves in accordance with principles of integrity, fairness and transparency when performing this Agreement.

(2) *Conflict of interest and corrupt practices*
Each Party shall avoid any conflict of interest between its own interests and the interests of the other Parties in dealing with organisations or individuals doing or seeking to do business in connection with this Agreement.

(3) No Party will, directly or indirectly, receive from or give or offer to give anything of material value to any other Party, its University, employee or other persons, including Officials, in connection with this Agreement, other than specifically stated in the Project Proposal. A Party will promptly notify the other Parties of any violation of this clause.

(4) Unless explicitly agreed otherwise in writing, none of the Parties is entitled to act or make legally binding declarations on behalf of any of the other Parties. Nothing in this Agreement shall be deemed to constitute a joint venture, agency or any other kind of formal business grouping or entity between the Parties.

(5) *Health, Safety, Environment & Security*
The Parties shall, in the performance of their obligations under the Agreement, place primary importance on health, safety, environment and security issues.

Article 8
Term and Termination

(1) This Agreement shall come into force on the date of signing this Agreement and will end 3 months after Project formally ends.

(2) Parties are entitled to terminate this Agreement in the event that another Party violates any of the covenants or obligations contained in this Agreement and such violation continues unremedied for a period of thirty (30) days after written notice thereof to send to de violating Party by the other Parties.

(3) Each Party has the right to terminate this Agreement prematurely by registered mail towards the Party that becomes insolvent or if an order is made or a resolution is passed for the winding up of that Party or if that Party is granted suspension of payment.

Article 9

Applicable law, disputes and compliance with law

(1) This Agreement shall be governed by the Laws of the Netherlands.

(2) Any dispute arising from this agreement shall be determined by the competent court at Utrecht, the Netherlands.

(3) Subject to any directions of the Programme Committee, each Party shall comply in the performance of this Agreement and shall require its contractors and subcontractors, if any, to comply with all applicable laws and regulations of all government authorities including any restrictions dealing with the exportation of technical data and the direct products thereof but excluding any laws or regulations or Programme Committee directions for which compliance may cause or result in non-compliance with another, conflicting law or regulation.

(4) Without limiting the generality of article 9.3 and in recognition of the principles of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, no Party will, directly or indirectly, in connection with this Agreement, offer, pay, promise to pay, or authorise the giving of money or anything of value to an Official, or to any other person while knowing or being aware of a probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly to an Official, for the purpose of influencing the act, decision or omission of such Official to obtain or retain business related to this Agreement, to direct business related to this Agreement to any person, or to obtain any improper advantage or benefit.

(5) No Party is authorised to take any action on behalf of another Party that would result in an inadequate or inaccurate recording and reporting of work or other matters associated with this Agreement. If any information comes to the attention of any Party which indicates any departure from conduct consistent with the standards set forth in this article, such Party shall immediately notify the other Parties.

(6) A Party may request the Programme Committee to appoint a third party to inspect, upon reasonable notice, the books and records of each other Party that is performing services for any Project or is engaging with any Officials concerning the performance of a Project to ensure compliance with the provisions of Clauses 9.4 and 9.5.

Article 10

Annexes

(1) This Agreement contains 2 Annexes which form an integral part of this Agreement:
- Annex 1: Project Proposal 'Integral Blue Prints'
- Annex 2: STW General Conditions

In case of conflict between the provisions in the Agreement and those of Annexes, the provisions of the Agreement will prevail.

(2) Any amendments or additions made to the Agreement shall only be valid and binding between the Parties if made in writing and executed by all Parties.

SIGNATURES ON NEXT PAGES

DRAWN UP IN FOURFOLD AND SIGNED:

University of Amsterdam
Amsterdam, ...



.....

[redacted]
Director IBED

CONSORTIUM AGREEMENT JSP3

PARTIES:

(1) **The Netherlands Organisation for Scientific Research (NWO),** having its office in Utrecht, at Van Vollenhovenlaan 659 (3527 JP), the Netherlands, hereinafter referred to as "NWO"; legally represented by , director NWO Science.

(2) **Technische Universiteit Eindhoven,** having its office at Groene Loper 5 (5612 AE) Eindhoven, the Netherlands, hereinafter referred to as "TU/e"; legally represented by , president;

(3) **Technische Universiteit Delft**, having its offices at Stevinweg 1 (2628 CN) Delft, the Netherlands, hereinafter referred to as "TUD"; legally represented by , Rector Magnificus;

(4) **AMOLF,** having its office at Science Park 104 (1098 XG) Amsterdam, the Netherlands, hereinafter referred to as "AMOLF", legally represented by , Institute Manager;

(5) **University of Amsterdam, Institute of Physics,** having its office at Science Park 904 (1098 XH) Amsterdam, the Netherlands, hereinafter referred to as "UvA", legally represented by director Institute of Physics;

(6) **Shell Global Solutions international BV,** having its office at Kessler Park 1 (2288 GS), Rijswijk, the Netherlands, hereinafter referred to as "Shell"; legally represented by , ETC Manager

(7) **Eternal Sun Group,** having its office Wolga 11 (2491 BK), The Hague, the Netherlands, hereinafter referred to as "ESG"; legally represented by , CTO;

(8) **Stichting Energieonderzoek Centrum Nederland (Energy Research Centre of the Netherlands)**, a Dutch foundation whose registered office is at Westerduinweg 3 (1755 LE), Petten, the Netherlands, hereinafter referred to as "ECN"; legally represented by COO Executive Board;

(9) **Exasun B.V.,** having its office at Laan van Ypenburg 122 (2497 GC) The Hague, the Netherlands, hereinafter referred to as "Exasun" legally represented by , CEO.

(10) **Levitech B.V.** having its office at Versterkerstraat 10, 1322AP Almere, the Netherlands, hereinafter referred to as "Levitech"; legally represented by , CEO;

(11) **Tempress Systems B.V.**, having its office at Radeweg 31 (8171 MD) Vaassen, the Netherlands, hereinafter referred to as "Tempress"; legally represented by , General Manager.

Shell, ESG, ECN, Exasun, Levitech and Tempress together hereinafter referred to as the "Private Partners".

TU/e, TUD, AMOLF, UvA, together hereinafter referred to as the "Knowledge Institutes".

Knowledge Institutes and Private Partners together referred to as "Programme Partners" or "Partners".

Parties 1 through 11 are collectively referred to as "Parties" or individually as "Party".

WHEREAS:

The Programme Partners are interested in a research study on the subject of 'Towards high-efficiency hybrid tandem solar cells', as further detailed in the Programme Proposal as included in Appendix A (“the Programme”);

The Programme shall be executed in separate Projects performed by universities that have been selected for funding;

The Parties wish to set forth in this Agreement the specific terms and conditions for the execution of the Programme;

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The words and phrases below shall have the following meanings:

Affiliated Entity	means any legal entity that is under the direct or indirect control of a Programme Partner, or under the same direct or indirect control as the Programme Partner, control taking any of the following forms: a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; b) the direct or indirect holding, in fact or in law, of decision-making; In relation to Shell Affiliate shall mean (i) Royal Dutch Shell plc (“RDS”) and any company or other legal entity other than Shell, which, at the time in question, is directly or indirectly controlled by RDS; and (ii) any company or other legal entity which, at the time in question, is being managed or operated by Shell Global Solutions International B.V., or a company as defined in (i) above; or to which Shell Global Solutions International B.V., or a company defined in (i) above, is providing services under a construction, operating or technical services agreement on a cost sharing basis.
Agreement	this consortium agreement and all its Appendices;
Appendix	appendix to this Agreement;
Background	means all IPR, information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored), which are not publicly available when disclosed under this Agreement and that is not generated or conceived within this Research provided by a Party to another Party within the Research, with the exception of the Results. Each Party has identified in an exhaustive manner in Appendix C the Background that is contributed to this Programme for the purpose of carrying out the research.
Commercial Use	Commercial exploitation of the Results aimed at generating income, such as by the sale of products or services incorporating

	the Results. For the avoidance of doubt, Commercial Use does not include performing research using the Results.
Confidential Information	means all information, in whatever form or mode of transmission, which is disclosed by one of the Parties (the “Disclosing Party”) to any other Party (the ”Receiving Party”) for the purpose of executing the research after signing the Agreement (i) in case of information disclosed in documentary or other tangible form, by labelling same as “confidential”, or (ii) when disclosed in intangible form, such as orally or visually, by confirming the same in writing as “confidential” within fourteen (14) calendar days from disclosure;
Contributions	the in kind or in cash contributions of the Programme Partners as set out in the itemised budget contained in Appendix D;
Dissemination	means the disclosure of Foreground by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of Foreground in any medium;
Effective Date	The signing date by NWO, being the last Party to sign the Agreement
Fair and Reasonable Conditions	means terms and conditions resulting from negotiations between Partners, taking into account the specific circumstances, for example the actual or potential value of the relevant Foreground or Background and/or the scope, duration or other characteristics of the use envisaged;
Financial Contribution	monetary (in-cash) contribution by each Private Partner to NWO as set forth in Appendix D to this Agreement, in order to co-fund the Project
Foreground	means the Results, including information and know-how, whether or not they can be protected, which are generated in a Project. Such Results include rights related to copyright, design rights, patent rights, or similar forms of protection;
Grant	Grant to the Programme including the Financial Contribution, as approved by the Board of NWO Science, set forth in Appendix B to this Agreement.
In-kind Contribution	Any contribution other than a Financial Contribution, including, but not limited to contributions in the form of man hours, materials and (use of) equipment, as set forth in Appendix D to this Agreement. Rules for participation with an In-Kind Contribution are set forth in Appendix E to this Agreement.
IPR	means intellectual property rights, including industrial property rights, know-how, copyrights, neighboring rights and any similar right recognized from time to time in jurisdiction, together with all rights of action in relation to the infringement of any of the above.
Official	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone

	acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
Option	the right to acquire an exclusive or non-exclusive right to use and exploit the Results or acquire ownership, generated in a Project or the Programme to which a Partner contributes in a Field.
Progress Report	means a report on the progress of the Programme. Progress Reports include progress in terms of costs and man-hours for each Programme Partner;
Project	a part of the Research that is described in the Programme Proposal:
Programme Proposal	the document identifying the budget, organisation, objectives, milestones, time schedule and methodology of the Programme in Appendix A;
Programme Committee	the representatives nominated by each of the Partners, pursuant to Article 4 of this Agreement, in order to supervise the carrying out of the Programme;
Programme Leader	the leader of the Research as described in the Programme Proposal;
Project Leader	the researcher who supervises a Project as described in the Programme Proposal;
Public Information	means all information, in whatever form or mode of transmission, which is not marked as Confidential Information;
Research	the research Programme under this Agreement which is collectively funded by the Partners, described in more detail in the Programme Proposal;
Results	shall mean all inventions, information, materials, methods, processes, products, programs, software, findings and discoveries that is generated or conceived in a Project, and IPR thereto.
Software	means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression;
Steering Committee	final decision-making body with delegates from NWO and all in-cash funding Private Partners;
Third Party or Third Parties	means a company (companies), institute (institutes) or (non-governmental) organization (organizations) that is (are) not an Affiliated Entity nor a Party;

Use Outside The Project	means the direct or indirect utilization in activities other than implementation of this Programme.

2. PURPOSE AND SCOPE

2.1. The Research shall be undertaken by the Partners in accordance with the Programme Proposal, this Agreement and the terms of the Grant.

2.2. In case of any inconsistency between the terms and conditions of the aforementioned documents, the order of precedence in case of conflict or for the sake of interpretation shall be as follows:

1. the terms of the Grant;
2. this Agreement
3. the appendices to this Agreement.

3. PROGRAMME PROPOSAL AND RESPONSIBILITIES OF THE PARTNERS

3.1. The purpose and scope of the Programme as well as the cooperation and division of the work of the Programme between the Programme Partners including the precise value and share of each of the Programme Partners in the Programme and the deliverables and time schedule, is outlined in detail in the Programme Proposal.

3.2. General principles

3.2.1. Each Programme Partner undertakes to use reasonable efforts to take part in the efficient implementation of Programme and to cooperate, perform and fulfil, promptly and in time, all of its obligations under this Agreement as may be reasonably required. Furthermore, each Programme Partner agrees to carry out its part of the work as described in the Programme Proposal with professional care and diligence and to produce such deliverables as agreed in the Agreement.

3.2.2. Each Programme Partner undertakes to notify promptly any significant information, fact, problem or delay of which that Programme Partner becomes aware and which is likely to affect the Programme.

3.2.3. Each Programme Partner undertakes to use reasonable efforts to enable the Programme Leader and the Programme Committee to carry out its tasks. Each Programme Partner shall promptly provide all information reasonably required by the Programme Leader or the Programme Committee to carry out its tasks.

3.3. Breach

3.3.1. In the event the Steering Committee or a Programme Partner identifies a breach by a Programme Partner of its obligations under this Agreement, the Steering Committee will give written notice to such Programme Partner requiring that such breach be remedied within a reasonable period.

3.3.2. Upon prior approval of the Steering Committee the Programme Partner may for its own account request a Third Party to remedy the breach, which approval will not unreasonably be withheld or delayed. The Steering Committee may attach specific conditions to the approval.

3.3.3. If a breach is substantial and is not remedied in time or is not capable of remedy, the Steering Committee may decide to declare the Programme Partner a "Defaulting Programme Partner" and to decide on the consequences thereof which may include termination of its participation by written notice to the Defaulting Programme Partner without any legal proceedings. Such consequences will include proposals and actions aimed at minimizing the effects of the breach and repayment of payments received by the Defaulting Programme Partner. Such consequences may not include punitive measures of any kind.

3.3.4. For the avoidance of doubt, each Programme Partner also has the right to claim for specific performance of any obligation of any Defaulting Programme Partner resulting from this Agreement, allowing the Defaulting Programme Partner a reasonable period to remedy the breach and provided that the Programme Partner claiming specific performance was reasonably affected by the breach. In case the breach is not remedied in time, the claiming Programme Partner may cure or have cured the breach for the account of the Defaulting Programme Partner.

4. PROGRAMME MANAGEMENT

4.1. On behalf of NWO, [redacted] will act as the contact person. He will be the first point of contact for the Steering Committee, Programme Committee and the Project Leaders involved. He will act as secretary in both the Programme Committee and the Steering Committee.

4.2. The Programme Committee shall be responsible for monitoring and evaluating the progress of the various aspects within the Research (scientific, knowledge transfer, IP issues, budget and staffing). The Programme Committee shall submit proposals for major substantive and financial changes to the Steering Committee. The Programme Committee shall consist of the Programme Leader, Project Leaders, one representative from each Private Partner, and the secretary.

4.3. The Programme Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Programme Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Programme Committee, the respective decision will be taken by a majority of votes. The secretary shall have an advisory role in the meetings of the Programme Committee and has no voting right. Should the voting lead to a tie of votes (50-50%), then the decision will be made by the Steering Committee following the procedure described in Article 4.5.

4.4. The Programme Committee will meet on a regular basis. Minutes of the meetings of the Programme Committee shall be drafted by the secretary and transmitted to the Partners without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Partners if, within 14 days from receipt, no Programme Partner has objected in writing to the Programme Leader. The Programme Leader will collect progress reports from the Partners as required under this Agreement and the terms of the Grant.

4.5. The Steering Committee is responsible for overall vision and mission of the programme, for making available the committed cash contributions, and for approving adaptations (if any) to the Programme and/or Programme financing. The Programme Committee will make a proposal for any adaptations required to the Steering Committee. The Programme Leader will have a strong advisory role in the Steering Committee, but will have no vote. The Steering Committee shall only meet if one or more of the Partners see(s) reason for it to do so. Meetings may be held in person or by any communication means. In-cash contributing Partners are represented in the Steering Committee by one (L) representative. At the start of the Research, the Steering Committee shall consist of the following members:

[redacted], Shell, member;
[redacted], NWO head Strategic Partnerships, member;
[redacted], Programme Leader, guest (no vote);
[redacted], NWO programme coordinator, secretary (no vote).

4.6. The Steering Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Steering Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Steering Committee, the issue shall be submitted to the higher tier directors of the Partners. If they are unable to resolve the matter to the general satisfaction of the Partners, Article 17 shall apply.

4.7. The Programme Leader reports to NWO.

4.8. The Programme Leader will:

a) be the primary contact for NWO;
b) be responsible for the day-to-day management of the Programme;
c) chair the meetings of the Programme Committee;
d) will arrange for the (financial) administration of the Programme as required under terms of the Grant;
e) be responsible for implementing decisions taken by the Programme Committee or Steering Committee; and
f) monitor the progress of the Programme with respect to milestones and deliverables as described in the Programme Proposal.

4.9. In case the Programme Leader or one of the other Partners in the Project is assigned to receive subsidy payments and to pass payments to the other Partners, the Programme Partner receiving the subsidy payment will forward the payments to the other Partners within twenty one (21) calendar days after receipt of a subsidy payment from the granting authority. Each Programme Partner will provide in writing its bank account information.

4.10. A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision may exercise a veto with respect to the corresponding decision or relevant part of the decision.

5. DURATION

5.1. This Agreement shall be effective as of the Effective Date.

5.2. This Agreement shall remain in full force until the date of termination or the date of conclusion of the Programme ("the Term") through a Grant closure decision, i.e. until the final settlement of the grant by NWO or terminated earlier in accordance with the provisions of Article 17. The provisions relating to definitions & interpretation, IPR and Confidential Information, for the time period mentioned therein, as well as those relating to liability, applicable law and settlement of disputes shall survive the expiration or termination of this Agreement.

6. LIABILITY and WARRANTIES

6.1. Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the Agreement, will be determined in accordance with applicable law.

6.2. No Party shall be liable to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act. For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Appendix A provided such damage was not caused by a wilful act or gross negligence.

7. ADDITION OF NEW PARTNERS

7.1. New Partners may join this Agreement as Programme Partner with the unanimous agreement of all Partners.

7.2. New Partners shall be bound by the terms of this Agreement and such other conditions as the Programme Committee and NWO may specify.

8. SUBCONTRACTING

A Programme Partner that enters into a subcontract or otherwise involves Third Parties in this Programme remains solely responsible for carrying out its relevant part of the Programme and for such Third Party's compliance with the provisions of this Agreement. It has to ensure that any Third Party is bound by the same confidentiality obligations as the Programme Partner and that the involvement of Third Parties does not affect the rights and obligations of the other Partners under this Agreement.

9. WITHDRAWALS

9.1. No Programme Partner may withdraw from the Programme without the prior unanimous consent of the Steering Committee.

9.2. In the event of withdrawal of a Programme Partner (the "Withdrawing Programme Partner"), the Steering Committee will make all reasonable attempts to reallocate the obligations and the remaining funding of the Withdrawing Programme Partner under this Agreement to another Partner or Third Party.

9.3. The Withdrawing Programme Partner shall not be entitled to recover any of its remaining costs incurred in connection with the Programme and shall comply with the following conditions:

9.3.1. rights granted to the other Partners in respect of the Withdrawing Programme Partner's Background and Foreground shall continue subject to the restrictions contained in this Agreement;

9.3.2. to the extent that exploitation of any other Programme Partner's Foreground is dependent on the Withdrawing Programme Partner's Background, then the Withdrawing Programme Partner shall, subject to any existing third party obligations, grant to the other Partners licence to such Background in accordance with this Agreement, unless otherwise agreed between Partners.

9.3.3. the Withdrawing Programme Partner shall grant to the other Partners a non-exclusive, royalty-free licence to use the Withdrawing Programme Partner's Foreground for the

purposes of carrying out the Project. Any exploitation or other use of such Withdrawing Partners Foreground will be dealt with in accordance with the terms of this Agreement;

9.3.4. all rights acquired by the Withdrawing Programme Partner to the Background and Foreground of the other Partners shall cease immediately other than in respect of the Withdrawing Programme Partner's interest in any jointly owned Foreground.

9.3.5. In the event that after the Effective Date any Third Party would acquire, directly or indirectly, the ownership or control over of a Programme Partner, the Steering Committee may decide to terminate this Agreement, with respect to such Programme Partner, the provision of Article 9.3.1 being correspondingly applicable to such Programme Partner. Such decision must be taken within 60 days from the date such change of control has been made public. If the other Partners would not agree unanimously to such termination, any Programme Partner may withdraw from the relevant Project Agreement without any liability to the other Partners within 60 days thereafter. In this case the provisions of Article 17 will apply correspondingly.

9.3.6. When TNO acquires, directly or indirectly, the ownership or control over ECN or in the event that TNO and ECN desire that all rights and obligations of ECN under this Agreement are assigned to TNO, the other Partners herewith agree to such transfer of ownership or control or to such assignment of the rights and obligations of ECN. ECN shall as of then become a Withdrawing Programme Partner automatically.

10. FUNDING, FINANCIAL MANAGEMENT AND FINANCIAL PROVISIONS

10.1. The financial arrangements for the Programme shall be set out in Appendix D and overseen by the Programme Committee.

10.2. Throughout the Term, each Private Partner shall pay to NWO the Financial Contribution set forth in Appendix D to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.

10.3. With respect to the invoicing referred to in Article 10.2, Private Partners will provide NWO with the information and, if applicable, purchase orders, as set forth in Appendix D to this Agreement.

10.4. The Financial Contribution mentioned in Appendix D includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

10.5. NWO shall apply the Financial Contributions to grant the Programme according to the Programme Proposal as set forth in Appendix A.

10.6. In case a Private Partner makes an In-Kind Contribution, as approved by NWO and as set forth in Appendix D, said Private Partner shall account for this In-Kind Contribution as set forth in Appendix E. If a Private Partner fails to account in such a way for (a part of) the In-Kind Contribution Partners will discuss and decide jointly about the consequences and/or solutions of the shortcoming, such as, but not limited to, alternatives to deliver the Contribution or withdrawal of that Private Partner from the Programme.

10.7. NWO will start the payment of the Grant to the Programme only after the Effective Date and after it has received a completed starting form (Startformulier, see granting letter (Appendix B). The Grant can only be used for costs made after the Effective Date. In case additional budget in the form of TKI allowance is applied for, the Grant (including the TKI allowance) can only be used for costs made after the application date for the TKI allowance; in such case, the Programme can thus start

only after this application date instead of the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant (including the TKI allowance) is for the risk and on the expenses of that Knowledge Institute.

10.8. Disbursements on behalf of the Programme budget are only possible until the Programme end date, unless

a) the approved budget includes a financial reservation to be paid after the Programme end date,

or

b) the Grant closure decision by NWO allows – on request of the Project Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision, provided (in both cases) that the commitment concerned has been made before the Programme end date.

10.9. The Programme Leader will prepare and submit to the Programme Committee an up to date financial status report of the Programme on a bi-annual basis.

11. FUNDAMENTALS AND ETHICS

11.1. Business ethics and conflicts of interest

Each Party shall uphold the highest standards of business ethics in the performance of this Agreement and shall require its directors, officers, employees, consultants, agents and contractors to conduct themselves in accordance with principles of integrity, fairness and transparency when performing this Agreement.

11.2. Conflict of interest and corrupt practices

Each Party shall avoid any conflict of interest between its own interests and the interests of the other Partners in dealing with organisations or individuals doing or seeking to do business in connection with this Agreement.

11.3. No Party will, directly or indirectly, receive from or give or offer to give anything of material value to any other Party, its University, employee or other persons, including Officials, in connection with this Agreement, other than specifically stated in the Project Proposal. A Party will promptly notify the other Partners of any violation of this clause.

11.4. Unless explicitly agreed otherwise in writing, none of the Partners is entitled to act or make legally binding declarations on behalf of any of the other Partners. Nothing in this Agreement shall be deemed to constitute a joint venture, agency or any other kind of formal business grouping or entity between the Partners.

11.5. Health, Safety, Environment & Security

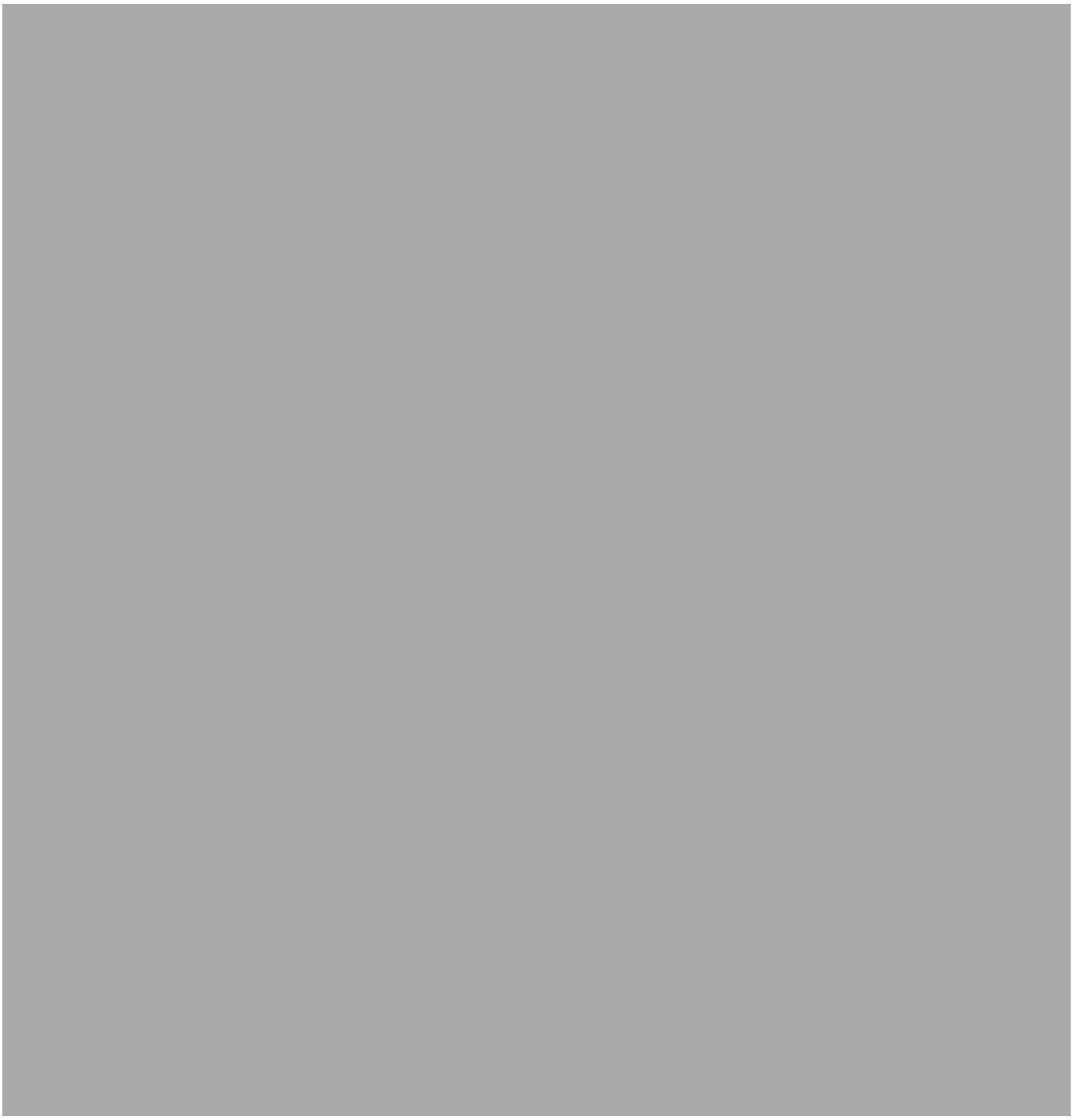
The Partners shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules (Appendix F).

- Whenever Parties' personnel are on a worksite of another Party they shall behave in a manner which is consistent with the rules of that Party. Whenever Parties are on a Shell worksite they shall behave in a manner which is consistent with Shell 's requirements for the management of health, safety, security, and the environment set forth herein as well as

any related rules, procedures or codes of practice in force at the relevant worksite. The Parties shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules.

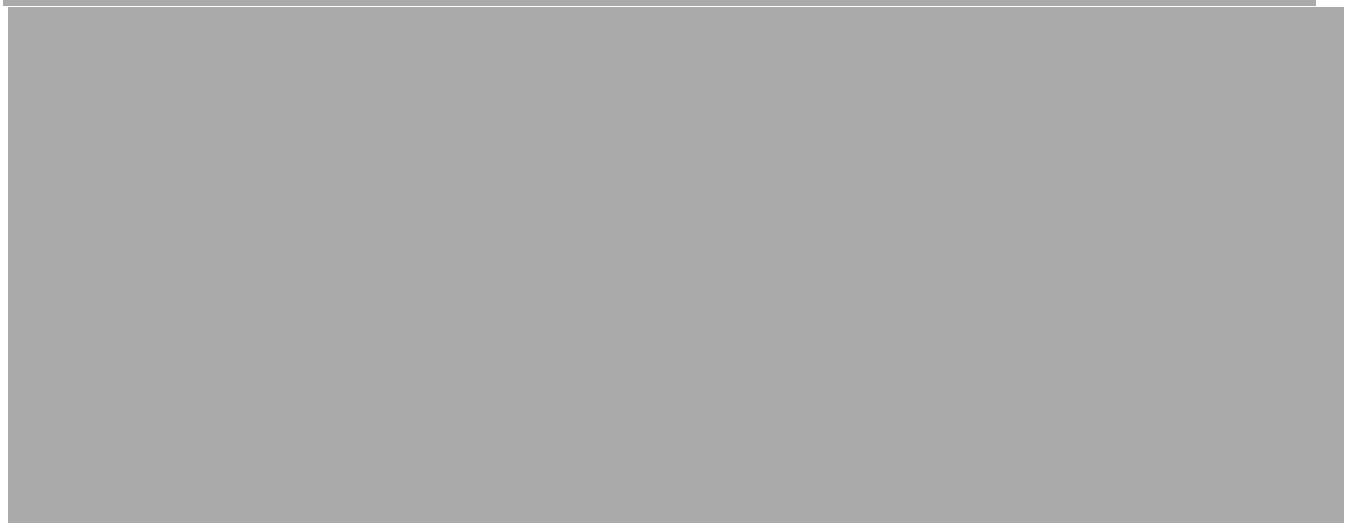
- Each Party confirms having received a copy of Shell's Life Saving Rules (or alternatively, has taken notice of the Life Saving Rules at http://www.shell.com/home/content/environment_society/safety/culture/).
- Each Party is solely responsible for determining the nature and scope of the health, safety, security and environmental risks associated with the work of the Party and its personnel in connection with the Agreement. Each Party assumes all responsibility and liability for such risks. Each Party and its personnel shall perform the scope without interfering with the operations of Shell or Affiliates of Shell or of any other Parties at the worksite.

12. BACKGROUND



13. FOREGROUND





14. USER RIGHTS AND/OR TRANSFER OF OWNERSHIP OF FOREGROUND





15. NON-DISCLOSURE AND DISCLOSURE OF INFORMATION AND DISSEMINATION OF FOREGROUND

One of the main objectives of the Programme is to generate and disseminate new knowledge. Only Public Information may be disclosed to Third Parties without any restriction and Foreground may only be disseminated, if Partners' rights regarding ownership, transfer of ownership and access rights are respected and the classification of such Foreground has been taken into account.

Before disclosing any Confidential Information to any Receiving Party, the Disclosing Party shall inform the Receiving Party's primary point of contact as mentioned in Article 21 of the nature of such information. The Receiving Party, acting in good faith, shall be entitled to refuse to receive such Confidential Information (for example, to avoid contamination of the Receiving Party's and/or its Affiliates' existing know-how) and, to the extent that the Disclosing Party does disclose Confidential Information to the Receiving Party after the Receiving Party has indicated that it does not wish to receive such information, the Receiving Party and its Affiliates shall (in the absence of further written agreement) be entitled to regard such information as non-confidential and be free to use and disclose it entirely as they see fit and for any purpose.

15.1. Non-Disclosure of Confidential Information

For Confidential Information the Receiving Parties hereby undertake for a period expiring five [5] years after the completion of the Project, unless otherwise decided by the Partners involved:

a) to preserve the confidentiality of all Confidential Information;

b) not to use Confidential Information otherwise than for the purpose for which it was disclosed;

c) to use such Confidential Information only for the implementation of the Project unless otherwise agreed with the Disclosing Party;

d) not to disclose Confidential Information to a Third Party without the prior written consent of the Disclosing Party;

e) to ensure that internal distribution of Confidential Information by a Receiving Party shall take place on a strict need-to-know basis; and

f) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Receiving Party including all copies thereof and to delete all Confidential Information stored in a machine readable form. If needed for the recording of on-going obligations, the Receiving Party may however request to keep a copy for archival purposes only. Further, the Receiving Party is not obliged to return or delete routinely created back-up copies of electronic documents containing Confidential Information until the copies are deleted in the ordinary course of business.

15.2. Notwithstanding Article 15.1 sub d, a Receiving Party shall be allowed to disclose Confidential Information of the Disclosing Party to an Affiliated Entity of the Receiving Party and such Affiliated Entity shall be allowed to use such Confidential Information for the purpose for which it was disclosed provided such Affiliated Entity:

a) needs to know and use such Confidential Information in furtherance of completing work under the Project;

b) has been informed of the confidential nature of the Confidential Information in question; and

c) is bound by obligations no less stringent than those assumed hereunder.

15.3. The Receiving Party shall be responsible for the fulfilment of the above obligations on the part of its employees and shall ensure that its employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of their employment.

15.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Receiving Party can show that:

a) the Confidential Information is or has become publicly available by means other than a breach of the Receiving Party's confidentiality obligations;

b) the Disclosing Party subsequently informs the Receiving Party that the Confidential Information is no longer confidential;

c) the Confidential Information is communicated to the Receiving Party without any obligation of confidence by a Third Party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

d) the Confidential Information, at any time, was developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party; or

e) the Confidential Information was already known to the Receiving Party prior to disclosure.

15.5. The Receiving Party shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

15.6. After a Party becomes aware of unauthorised disclosure, misappropriation or misuse, that Party shall promptly advise the other Party or Partners in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information.

15.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

a) notify the Disclosing Party; and

b) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

15.8. Dissemination of Public Information

Each Programme Partner shall ensure that Public Information is disseminated as swiftly as possible.

15.9. Each Programme Partner undertakes to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree which includes its Foreground or Background. However, confidentiality and publication articles have to be respected.

16. PUBLICATION

16.1. Before any proposed publication in connection with or relating to the Programme each Programme Partner will ask prior permission of the other Partners in accordance with the following procedure.

16.2. A copy of any publication shall be sent to the other Partners at the earliest time possible. Any of the Partners may object to the publication within 30 days after receipt of a copy of the proposed publication on any of the following grounds: (i) that they consider that the protection of the objecting Programme Partner's Foreground and/or Background would be adversely affected by the proposed publication or (ii) that the proposed publication includes Confidential Information of the objecting Programme Partner.

16.3. The proposed publication shall not take place until the expiry of the above period of 30 days. In the absence of any written objection within the above mentioned period, it is deemed that the Partners agree to the proposed publication. In the event that an objection is raised on any of the above defined grounds within the above period of 30 days, the Programme Partner proposing the publication and the Programme Partner objecting shall seek in good faith to agree a solution on a timely basis whereby such objection is resolved and the scientific quality is maintained.

16.4. The Partners undertake to cooperate to allow the timely submission, examination, publication, defence of any dissertation or thesis for a degree.

16.5. The publication may be postponed for a maximum period of three (3) months, as from the date the request for publication was made, in order for the protection of IPR.

16.6. For the avoidance of doubt, this procedure shall be applicable regardless of the content of the proposed publication.

17. TERMINATION

17.1. In addition to the remedies contained in Article 9 (Withdrawals), in the event that any Programme Partner shall commit any breach of or default in any terms or conditions of this Agreement, the Programme Committee may decide by unanimous vote of the non-defaulting Partners to serve written notice of such breach or default on the Defaulting Programme Partner and in the event that such Programme Partner fails to remedy such default or breach within 30 days after receipt of such written notice any of the Partners may, at their option and in addition to any other remedies which they may have at law or equity, remove the Defaulting Programme Partner and continue with the Project. Any removal of the Defaulting Programme Partner shall be reported to NWO.

17.2. If any Programme Partner (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Programme Partner's winding-up or dissolution; or makes an administration order in relation to that Programme Partner; or if any Programme Partner (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Programme Partner; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining members of the Programme Committee shall meet to suspend or terminate that Programme Partner's involvement in the Programme Committee and the Project. Any removal of the Defaulting Programme Partner shall be effective as of the date of the receipt of such notice whereupon the provisions of Article 9.3 shall apply to the defaulting Programme Partner.

17.3. In the event a Programme Partner is declared a Defaulting Programme Partner this Agreement will automatically be terminated towards this Programme Partner by written notice and without any legal proceedings.

17.4. In the event that it is agreed by all the Partners that there are no longer valid reasons for continuing the Programme, the Steering Committee may decide by unanimous vote to terminate the Programme.

18. BUSINESS PRINCIPLES; SUPPLIER PRINCIPLES; CODE OF CONDUCT

18.1. Each Party acknowledges that it has (a) received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at http://www.shell.com/sgbp) and the Shell Supplier Principles (or alternatively taken note of the Shell Supplier Principles at http://www.shell.com/suppliers) (collectively the "Business Principles"); (b) received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at http://www.shell.com/codeofconduct); and (c) been made aware of the Shell Global Helpline at http://www.shell.com/report_concerns/index.html. Each Party agrees that it will adhere to the principles contained in the Business Principles (or where other Parties have adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of Shell in connection with the Agreement and the business resulting therefrom. In the event that Shell or any of its Affiliated Entities supply staff that work on behalf of Shell or represent Shell, each Party commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct. Each Party will notify Shell immediately if it becomes aware of any behaviour by Shell staff, Parties or their Affiliated Entities which is, or may be, inconsistent with the Business Principles, the Shell Code of Conduct or, where the Party has adopted equivalent principles, their equivalent.

18.2. At Shell's request, a Partner will provide information to Shell as required to complete and fully respond to Shell's usual supplier questionnaires and due diligence to confirm compliance by Parties and their Affiliated Entities with Business Principles. As part of Shell's due diligence, Parties will grant Shell or its representative's reasonable access to Parties' facilities and sites which is necessary in order to review a Parties compliance with this Article 18.

19. COMPLIANCE WITH ANTI-BRIBERY LAWS; INTERNAL CONTROLS; TRADE CONTROL LAWS

19.1. Each Party represents and warrants that, in connection with the Agreement or the business resulting therefrom: (a) it is knowledgeable about anti-bribery laws applicable to the performance of the Agreement and will comply with all such laws; (b) neither it nor an Affiliated Entity have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.

19.2. Each Party undertakes to immediately notify other Parties if in connection with the Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage.

19.3. Shell confirms that its appointment of other Parties was expressly made on the basis that anti-bribery laws and the Business Principles would not be violated. Each Party acknowledges that the contents of the Agreement may be disclosed by Shell to Third Parties for the purposes of demonstrating compliance with this Article.

19.4. Each Party and its Affiliated Entities shall maintain adequate internal controls and procedures to assure compliance with anti-bribery laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

19.5. Each Party acknowledges that it is familiar with and will comply with all applicable trade control laws. Without prejudice to the foregoing, other Parties will provide Shell, in writing, with the relevant Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any dual-use or military items (i.e. goods, software, or technology) as well as Harmonized System Codes for any items provided pursuant to this purchase order. Unless otherwise agreed between the Parties, each Party shall be responsible for obtaining all necessary import and export licenses as required by applicable trade control laws for any goods, software, or technology provided by or on behalf of that Party pursuant to this purchase order. Where such licenses or authorizations are obtained, each Party shall provide Shell written notice of all applicable conditions, including but not limited to those restricting the further export, use or release of the goods, software or technology. Each Party, shall indemnify, defend, and hold harmless the other Parties, and Affiliated Entities from and against any and all losses, damages, costs (including legal fees), claims, expenses, fines and penalties incurred or suffered as a result of Party's non-compliance with trade control laws.

20. NON-ASSIGNMENT

This Agreement and any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Programme Partner other than to their respective Affiliated Entities, in whole or in part, without the express prior written consent of the other Programme Partners. Notwithstanding the former, ECN shall be entitled to assign all its rights and obligations under this Agreement to the Netherlands Organization for Applied Scientific Research TNO.

21. NOTICES

Any notice to be given under this Agreement shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to SHELL

Shell Global Solutions International BV

Address: Grasweg 31, 1031 HW, Amsterdam, NL

Email: [redacted]@shell.com

Attention:

if to the ETERNAL SUN GROUP

Eternal Sun Group

Address Wolga 11 (2491 BK), The Hague, the Netherlands

Email: @eternalsun.com

Attention:

if to the STICHTING ENERGIEONDERZOEK CENTRUM NEDERLAND (ECN)

Stichting Energieonderzoek Centrum Nederland

Address Westerduinweg 3, 1755 LE, Petten

Email: @ecn.nl

Attention:

if to EXASUN

Exasun BV

Address: Laan van Ypenburg 122, 2497 GC, The Hague

Email: xasun.com

Attention:

if to LEVITECH B.V.

Levitech

Address: Versterkerstraat 10, 1322AP Almere, The Netherlands

Email: @levitech.nl

Attention: Ernst Granneman

Email: levitech.nl

Attention:

if to TEMPRESS SYSTEMS B.V.

Tempress Systems B.V.

Address: Radeweg 31, 8171 MD VAASSEN

Email: [redacted]tempress.nl

Attention: [redacted], CTO

if to the TECHNISCHE UNIVERSITEIT DELFT (TUD)

Technische Universiteit Delft

Address: Mekelweg 4, 2628 CD Delft, the Netherlands

Email: [redacted]@tudelft.nl

Attention: [redacted]

if to the UNIVERSITY OF AMSTERDAM:

University of Amsterdam, Institute of Physics

Address: Science Park 904, 1098XH Amsterdam

[redacted]@uva.nl

Attention: [redacted]

Email: [redacted]@uva.nl

Attention: [redacted]

if to AMOLF

Science Park 104, 1098 XG Amsterdam

Email: [redacted]@amolf.[redacted]@amolf.nl

Attention: [redacted]

if to the TECHNISCHE UNIVERSITEIT EINDHOVEN (TU/e)

Technische Universiteit Eindhoven

Address: Groene Loper 5, 5612AE Eindhoven, The Netherlands

Email: [redacted]@tue.nl; [redacted]tue.nl

Attention:

For non-scientific matters:

Email: J @tue.nl

Attention:

if to NWO

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO)

Address: Van Vollenhovenlaan 659, 3527 JP Utrecht, The Netherlands

Email: @nwo.nl

Attention:

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

22. MISCELLANEOUS

22.1. No representation, partnership or agency

The Partners shall not be entitled to act or to make legally binding declarations on behalf of each other, unless explicitly stated in this Agreement. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Partners.

22.2. Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise, the name of any of the Partners or any of their logos or trademarks without their prior written approval.

22.3. Partners shall refrain from any action which might harm (the reputation of) the other Partners.

22.4. Headings

The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

22.5. Waiver of rights

If a Party fails to enforce, or delays in enforcing, an obligation of another Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this

Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

22.6. Entire Agreement

This Agreement and its Appendices constitute the entire agreement between the Partners relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this article does not exclude any liability which a Party may have to another (or any right which a Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

22.7. Applicable law

This Agreement shall be construed in accordance with and governed by the laws of The Netherlands.

22.8. Settlement of disputes

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, may be submitted to start a proceeding under the rules of arbitration of the Netherlands Arbitration Institute. The place of arbitration shall be The Hague if not otherwise agreed by the Partners. The award of the arbitration will be final and binding upon the Partners. However nothing in this Agreement shall limit the Partners' right to seek injunctive relief or to enforce summary proceedings by a competent court of law in the Netherlands.

EXECUTED by the Partners

For and on behalf of [PARTNER NAME] Universiteit van Amsterdam

Name:

Positio

SIGNE

TITUTE OF PHYSICS
Science Park 904
Postbus 94485
090 GL Amsterdam
The Netherlands

Date: 8/5/2017

Appendix A Programme Proposal

Reference: FOM-16.1945

Version: 2.0

Date: 31-1-2017

1. Title of the proposed FOM program Nr. FOM-16.1945

Towards high-efficiency hybrid tandem solar cells

2. Applicants and industrial partner(s)

Applicants:

n (program leader)
Delft University of Technology,

Delft University of Technology,

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

University of Amsterdam

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

Industrial partners:

Shell, Amsterdam

Tempress, Radeweg 31, 8171 MD Vaassen

Levitech BV, Versterkerstraat 10, 1322 AP Almere

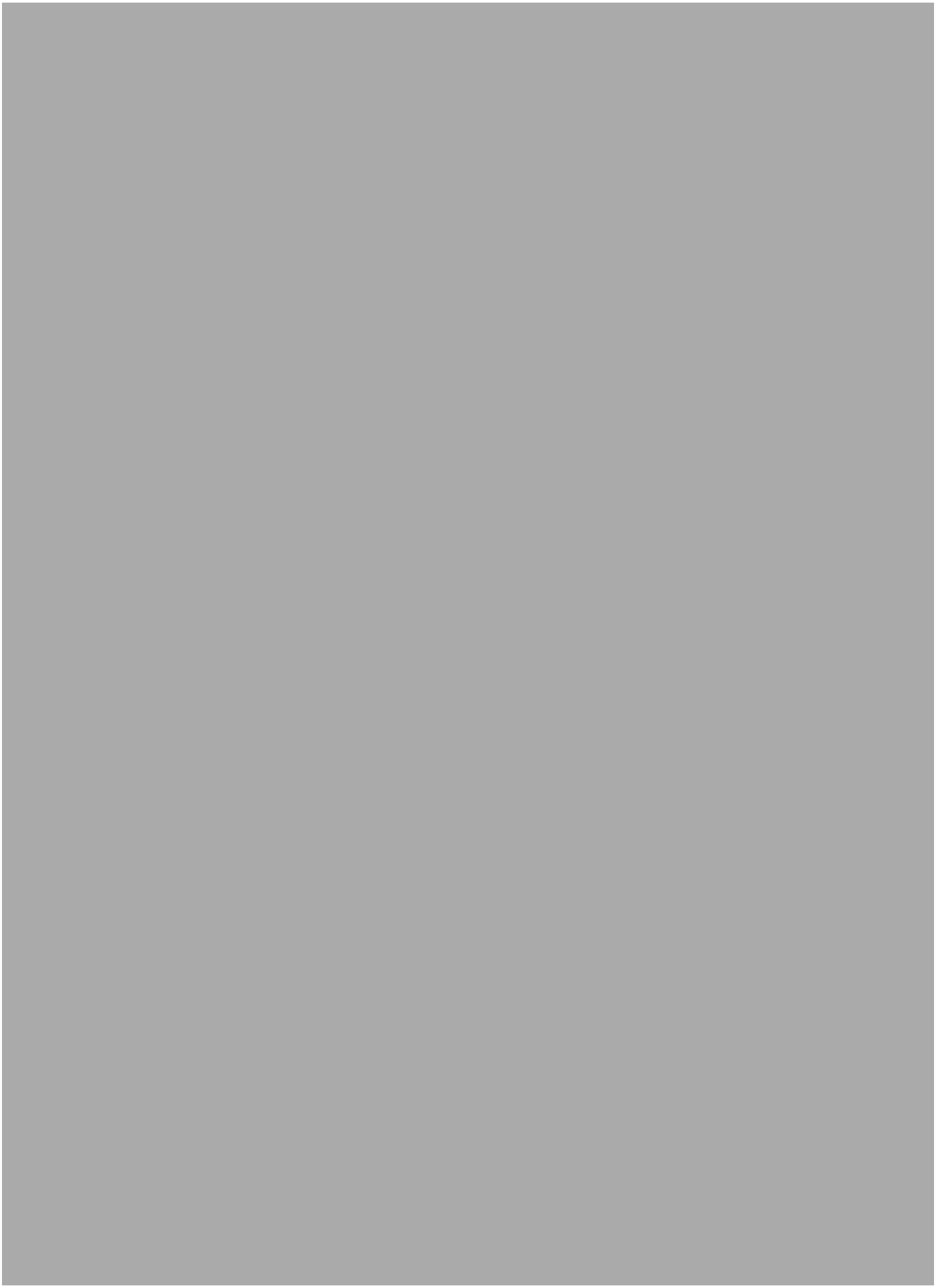
Exasun BV, Laan van Ypenburg 122, 2497GC Den Haag

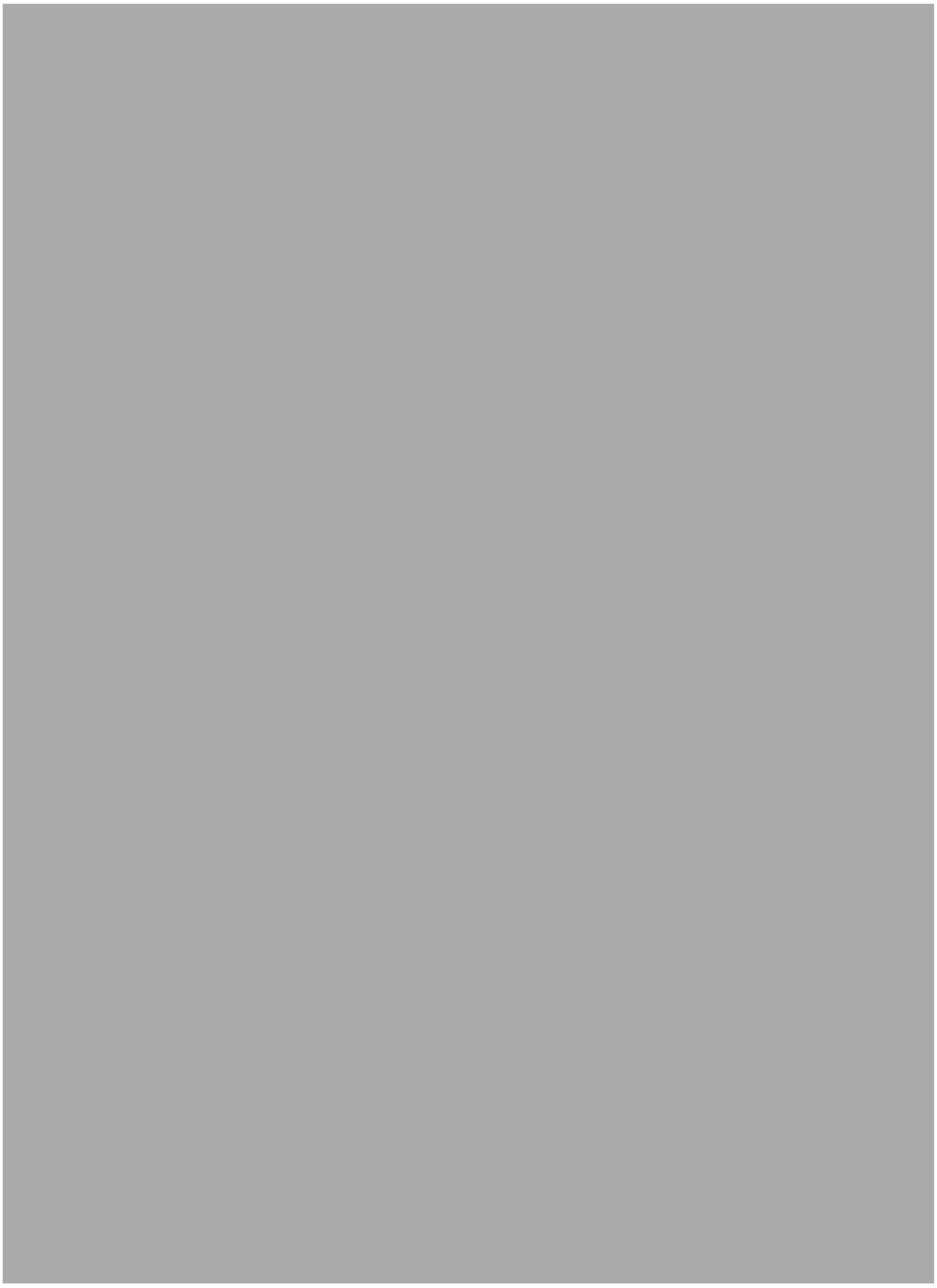
Eternal Sun Group, Wolga 11, 2491 BK Den Haag

ECN:

ECN Petten

ECN Solliance, Eindhoven









[redacted]

From: [redacted]@shell.com
Sent: vrijdag 2 december 2016 17:56
To: [redacted]@fom.nl
Cc: [redacted]y@shell.com; [redacted]@shell.com; [redacted]@shell.com; [redacted]@shell.com; [redacted]@shell.com; [redacted]@shell.com
Subject: Letter of Commitment

Dear [redacted],

On behalf of SHELL GLOBAL SOLUTIONS INTERNATIONAL B.V. ("Shell") I am pleased to inform you of our intent to support the initiative entitled Joint Solar Programme III ("JSPIII") for which a proposal is submitted by Prof. Dr. Miro Zeman for funding from FOM.

Motivation to participate
Shell is renewing its interests in various forms of renewable energy. PV is clearly on the shortlist. Many different PV cells and concepts exist, each with its own technology challenges and cost picture, now and in the future. Via this program we want to get better insight into a possible concept to reach high efficiency cells at costs roughly those of current Silicon. Additionally, this provides the possibility to broaden our contacts in the (Dutch) PV knowledge institutes and SMEs.

Intended Contribution

Shell intents to contribute 500,000 Euro in cash, as described in the application. The commitment of this cash contribution will be subject to a signed agreement including terms and conditions under which Shell will join the consortium, the project proposal to be granted and a minimal FOM / NWO contribution in cash of 2,000,000 Euro. Shell's cash contribution will be of private origin, i.e. it neither is/originates from a governmental subsidy nor has any other public origin.

We are pleased with the willingness of NWO to enter into discussions with Shell on a general set of terms and conditions that can be applied to NWO funded projects going forward.

We are looking forward to a fruitful cooperation and discussion.

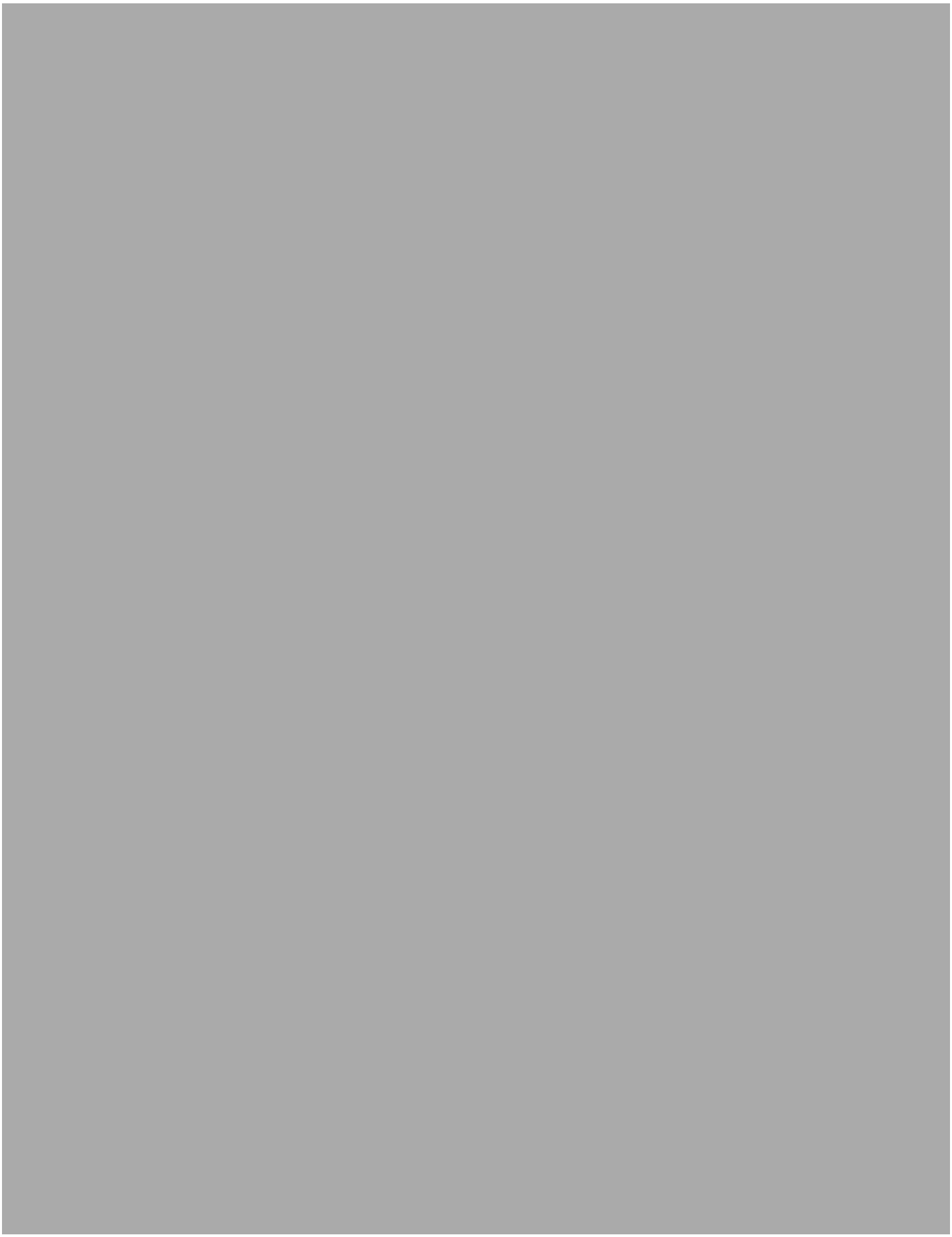
With kind regards,

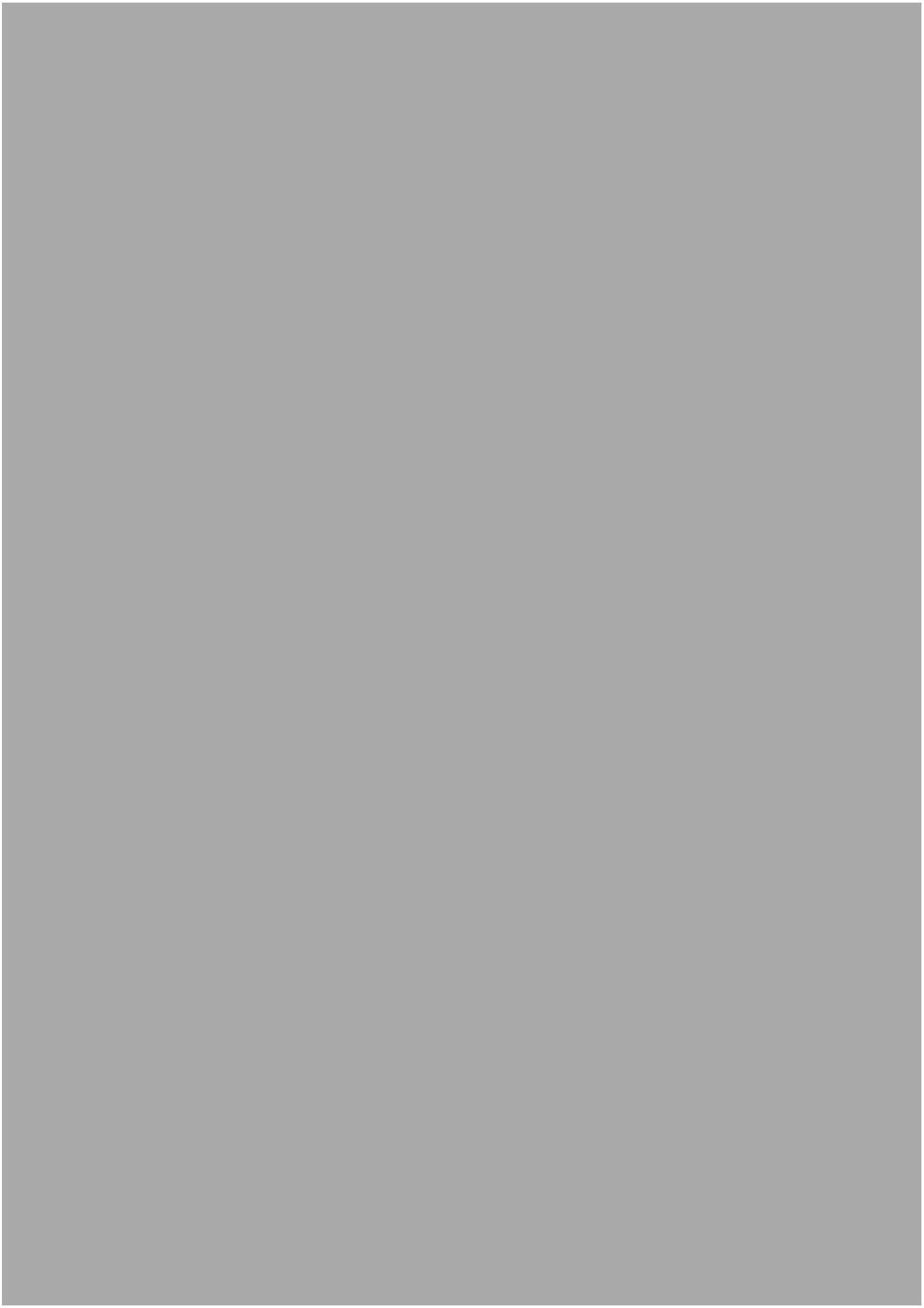
[redacted]
[redacted]

Shell Global Solutions International B.V.
P.O. Box 38000, 1030 BN Amsterdam, The Netherlands
(Grasweg 31, 1031 HW Amsterdam, The Netherlands)
Ext. +31 20[redacted]; Mob. +[redacted]
Internet: www.shell.com/globalsolutions

Appendix B the Grant

Appendix D Financial Arrangements







The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in five (5) equal parts. The first payment shall be remitted within sixty (60) days after the Effective date, as invoiced by NWO to the (respective) Private Partner(s).

The Private Partner(s) receive(s) invoices to remit its/their Financial Contributions that include its/their share in the program management and networking costs on the following dates:

- Effective date (in year 2017)
- 1st October 2018
- 1st October 2019
- 1st October 2020
- 1st October 2021.

Invoicing procedure

NWO will send to the Private Partners digital invoices. To this end, Private Partners will provide to NWO the following information:

- the purchase order
- the item number
- the requirements and procedures for invoicing, including the invoice submission address

Payment term for Shell will be 60 days.

For Private Partners that create (a) purchase order(s) or a vendor/client number, NWO provides the

following information:

The financial contribution is free of VAT

Address:

Netherlands Organisation for Scientific Research

Laan van Nieuw Oost-Indië 300

2593 CE The Hague

P.O. Box 93138

2509 AC The Hague, The Netherlands

www.nwo.nl



Email address to be used:

[redacted]@nwo.nl;

Appendix E Provisions for in-kind contributions

1. Permitted in-kind contributions

The following costs, directly attributable to the research project and incurred by the private party, may be contributed by private parties as in-kind contributions (see also provision 1):

a. Hours worked within the scope of the project:
   - wage costs, it being understood that these are based on an hourly wage, calculated on the basis of the annual wage at full employment according to the column «loon voor de loonbelasting» of the wage statement, plus the surcharges for social contributions payable by law or under individual contract or collective bargaining agreement, and based on 1650 productive hours per year. This amount may be increased with a surcharge for other general costs, subject to a maximum of 50% of the wage costs referred to above. The ensuing hourly rate to be attributed to the project, including said 50% surcharge for general costs, is capped at € 100. Contribution of costs for supervision or for project management is possible in the event of active participation of the intended supervisor or project manager in the research project (cf. under 1b).
b. Costs of material and resources to be used, based on the original purchase prices.
c. Use of equipment and machines
   - Costs associated with the purchase and use of machines and equipment, it being understood that these are based on the depreciation costs to be attributed to the project, calculated on the basis of the original purchase prices and a depreciation period of at least five years; costs of consumables and maintenance during the period of use.
   - Costs of purchase and use of machines and equipment that were not purchased solely for the project will only be considered project contributions pro rata based on the foregoing if there is a time log for each machine or for the equipment that conclusively establishes the operating hours.
   - In-kind contributions in the form of a discount on the regular purchase price in economic transactions (list price) of machines and equipment. The discount must be at least 25% of the list price. The costs charged to the project's equipment budget will then amount to the list price less said discount.

2. Accounting of in-kind contributions

Private parties must render account of their in-kind contributions to NWO by means of a statement of the contributed costs, to be provided to NWO within three months after the end of the research project to which the in-kind contribution was made. The application for approval of the in-kind contribution must be submitted simultaneously with the application for approval of the subsidy amount by the university partner(s), accompanied by a collective final report. If the in-kind contribution for which account must be rendered exceeds € 125,000, an auditor's report must be submitted; in other cases, a written statement by the holder or a power of attorney stating that the contributed in-kind efforts can actually be attributed to the project will suffice.

If the private party that committed itself to a research project with an in-kind contribution ultimately fails to make such in-kind contribution in full or in part, Article 10.6 applies.

Appendix F Shell Life Saving Rules

The safety of all those working for Shell is of great concern to us. Not following a safety rule is a significant contributory factor to past safety incidents involving Shell contractors. Most people consistently follow the safety rules but there is room for improvement.

As a potential supplier to Shell you and your people need to understand the Life-Saving Rules (high level details are below) and to ensure full compliance with them.

These Rules are not new but they ensure extra focus on 12 high-risk activities at work where we know that failure to comply has the highest potential for serious injury or death.

Complying with the Life-Saving Rules is vital for all Shell employees, and the employees of contractors and sub-contractors working for any Shell company.

Failure to comply will have serious consequences. Our approach will be that if someone chooses to break a Life-Saving Rule, they choose not to work for Shell. We will also apply this approach to supervisors who create or tolerate conditions for the breaking of the Rules.

The Life-Saving Rules will help protect everyone from harm and I look forward to your support in making our working environment a safer place.

7. Shell's 12 Life-Saving Rules

1: Work with a valid work permit where required





2: Conduct gas tests when required

3: Verify isolation before work begins and use the specified life protecting equipment





4: Obtain authorisation before entering a confined space

5: Obtain authorisation before overriding or disabling safety critical equipment





6: Protect yourself against a fall when working at height

7: Do not walk under a suspended load





8: Do not smoke outside designated smoking areas

9: No alcohol or drugs while working or driving





10. While driving, do not use your phone and do not exceed speed limits

11. Wear your seat belt





12: Follow prescribed Journey

BIJLAGE 10: TEMPRESS

CONSORTIUM AGREEMENT JSP3

PARTIES:

(1) **The Netherlands Organisation for Scientific Research (NWO),** having its office in Utrecht, at Van Vollenhovenlaan 659 (3527 JP), the Netherlands, hereinafter referred to as "NWO"; legally represented by , director NWO Science.

(2) **Technische Universiteit Eindhoven,** having its office at Groene Loper 5 (5612 AE) Eindhoven, the Netherlands, hereinafter referred to as "TU/e"; legally represented by , president;

(3) **Technische Universiteit Delft**, having its offices at Stevinweg 1 (2628 CN) Delft, the Netherlands, hereinafter referred to as "TUD"; legally represented by , Rector Magnificus;

(4) **AMOLF,** having its office at Science Park 104 (1098 XG) Amsterdam, the Netherlands, hereinafter referred to as "AMOLF", legally represented by , Institute Manager;

(5) **University of Amsterdam, Institute of Physics,** having its office at Science Park 904 (1098 XH) Amsterdam, the Netherlands, hereinafter referred to as "UvA", legally represented by director Institute of Physics;

(6) **Shell Global Solutions international BV,** having its office at Kessler Park 1 (2288 GS), Rijswijk, the Netherlands, hereinafter referred to as "Shell"; legally represented by , ETC Manager

(7) **Eternal Sun Group,** having its office Wolga 11 (2491 BK), The Hague, the Netherlands, hereinafter referred to as "ESG"; legally represented by , CTO;

(8) **Stichting Energieonderzoek Centrum Nederland (Energy Research Centre of the Netherlands)**, a Dutch foundation whose registered office is at Westerduinweg 3 (1755 LE), Petten, the Netherlands, hereinafter referred to as "ECN"; legally represented by COO Executive Board;

(9) **Exasun B.V.,** having its office at Laan van Ypenburg 122 (2497 GC) The Hague, the Netherlands, hereinafter referred to as "Exasun" legally represented by , CEO.

(10) **Levitech B.V.** having its office at Versterkerstraat 10, 1322AP Almere, the Netherlands, hereinafter referred to as "Levitech"; legally represented by , CEO;

(11) **Tempress Systems B.V.**, having its office at Radeweg 31 (8171 MD) Vaassen, the Netherlands, hereinafter referred to as "Tempress"; legally represented by , General Manager.

Shell, ESG, ECN, Exasun, Levitech and Tempress together hereinafter referred to as the "Private Partners".

TU/e, TUD, AMOLF, UvA, together hereinafter referred to as the "Knowledge Institutes".

Knowledge Institutes and Private Partners together referred to as "Programme Partners" or "Partners".

Parties 1 through 11 are collectively referred to as "Parties" or individually as "Party".

WHEREAS:

The Programme Partners are interested in a research study on the subject of 'Towards high-efficiency hybrid tandem solar cells', as further detailed in the Programme Proposal as included in Appendix A (“the Programme”);

The Programme shall be executed in separate Projects performed by universities that have been selected for funding;

The Parties wish to set forth in this Agreement the specific terms and conditions for the execution of the Programme;

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The words and phrases below shall have the following meanings:

Affiliated Entity	means any legal entity that is under the direct or indirect control of a Programme Partner, or under the same direct or indirect control as the Programme Partner, control taking any of the following forms: a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; b) the direct or indirect holding, in fact or in law, of decision-making; In relation to Shell Affiliate shall mean (i) Royal Dutch Shell plc (“RDS”) and any company or other legal entity other than Shell, which, at the time in question, is directly or indirectly controlled by RDS; and (ii) any company or other legal entity which, at the time in question, is being managed or operated by Shell Global Solutions International B.V., or a company as defined in (i) above; or to which Shell Global Solutions International B.V., or a company defined in (i) above, is providing services under a construction, operating or technical services agreement on a cost sharing basis.
Agreement	this consortium agreement and all its Appendices;
Appendix	appendix to this Agreement;
Background	means all IPR, information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored), which are not publicly available when disclosed under this Agreement and that is not generated or conceived within this Research provided by a Party to another Party within the Research, with the exception of the Results. Each Party has identified in an exhaustive manner in Appendix C the Background that is contributed to this Programme for the purpose of carrying out the research.
Commercial Use	Commercial exploitation of the Results aimed at generating income, such as by the sale of products or services incorporating

	the Results. For the avoidance of doubt, Commercial Use does not include performing research using the Results.
Confidential Information	means all information, in whatever form or mode of transmission, which is disclosed by one of the Parties (the “Disclosing Party”) to any other Party (the ”Receiving Party”) for the purpose of executing the research after signing the Agreement (i) in case of information disclosed in documentary or other tangible form, by labelling same as “confidential”, or (ii) when disclosed in intangible form, such as orally or visually, by confirming the same in writing as “confidential” within fourteen (14) calendar days from disclosure;
Contributions	the in kind or in cash contributions of the Programme Partners as set out in the itemised budget contained in Appendix D;
Dissemination	means the disclosure of Foreground by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of Foreground in any medium;
Effective Date	The signing date by NWO, being the last Party to sign the Agreement
Fair and Reasonable Conditions	means terms and conditions resulting from negotiations between Partners, taking into account the specific circumstances, for example the actual or potential value of the relevant Foreground or Background and/or the scope, duration or other characteristics of the use envisaged;
Financial Contribution	monetary (in-cash) contribution by each Private Partner to NWO as set forth in Appendix D to this Agreement, in order to co-fund the Project
Foreground	means the Results, including information and know-how, whether or not they can be protected, which are generated in a Project. Such Results include rights related to copyright, design rights, patent rights, or similar forms of protection;
Grant	Grant to the Programme including the Financial Contribution, as approved by the Board of NWO Science, set forth in Appendix B to this Agreement.
In-kind Contribution	Any contribution other than a Financial Contribution, including, but not limited to contributions in the form of man hours, materials and (use of) equipment, as set forth in Appendix D to this Agreement. Rules for participation with an In-Kind Contribution are set forth in Appendix E to this Agreement.
IPR	means intellectual property rights, including industrial property rights, know-how, copyrights, neighboring rights and any similar right recognized from time to time in jurisdiction, together with all rights of action in relation to the infringement of any of the above.
Official	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone

	acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
Option	the right to acquire an exclusive or non-exclusive right to use and exploit the Results or acquire ownership, generated in a Project or the Programme to which a Partner contributes in a Field.
Progress Report	means a report on the progress of the Programme. Progress Reports include progress in terms of costs and man-hours for each Programme Partner;
Project	a part of the Research that is described in the Programme Proposal:
Programme Proposal	the document identifying the budget, organisation, objectives, milestones, time schedule and methodology of the Programme in Appendix A;
Programme Committee	the representatives nominated by each of the Partners, pursuant to Article 4 of this Agreement, in order to supervise the carrying out of the Programme;
Programme Leader	the leader of the Research as described in the Programme Proposal;
Project Leader	the researcher who supervises a Project as described in the Programme Proposal;
Public Information	means all information, in whatever form or mode of transmission, which is not marked as Confidential Information;
Research	the research Programme under this Agreement which is collectively funded by the Partners, described in more detail in the Programme Proposal;
Results	shall mean all inventions, information, materials, methods, processes, products, programs, software, findings and discoveries that is generated or conceived in a Project, and IPR thereto.
Software	means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression;
Steering Committee	final decision-making body with delegates from NWO and all in-cash funding Private Partners;
Third Party or Third Parties	means a company (companies), institute (institutes) or (non-governmental) organization (organizations) that is (are) not an Affiliated Entity nor a Party;

Use Outside The Project	means the direct or indirect utilization in activities other than implementation of this Programme.

2. PURPOSE AND SCOPE

2.1. The Research shall be undertaken by the Partners in accordance with the Programme Proposal, this Agreement and the terms of the Grant.

2.2. In case of any inconsistency between the terms and conditions of the aforementioned documents, the order of precedence in case of conflict or for the sake of interpretation shall be as follows:

1. the terms of the Grant;
2. this Agreement
3. the appendices to this Agreement.

3. PROGRAMME PROPOSAL AND RESPONSIBILITIES OF THE PARTNERS

3.1. The purpose and scope of the Programme as well as the cooperation and division of the work of the Programme between the Programme Partners including the precise value and share of each of the Programme Partners in the Programme and the deliverables and time schedule, is outlined in detail in the Programme Proposal.

3.2. General principles

3.2.1. Each Programme Partner undertakes to use reasonable efforts to take part in the efficient implementation of Programme and to cooperate, perform and fulfil, promptly and in time, all of its obligations under this Agreement as may be reasonably required. Furthermore, each Programme Partner agrees to carry out its part of the work as described in the Programme Proposal with professional care and diligence and to produce such deliverables as agreed in the Agreement.

3.2.2. Each Programme Partner undertakes to notify promptly any significant information, fact, problem or delay of which that Programme Partner becomes aware and which is likely to affect the Programme.

3.2.3. Each Programme Partner undertakes to use reasonable efforts to enable the Programme Leader and the Programme Committee to carry out its tasks. Each Programme Partner shall promptly provide all information reasonably required by the Programme Leader or the Programme Committee to carry out its tasks.

3.3. Breach

3.3.1. In the event the Steering Committee or a Programme Partner identifies a breach by a Programme Partner of its obligations under this Agreement, the Steering Committee will give written notice to such Programme Partner requiring that such breach be remedied within a reasonable period.

3.3.2. Upon prior approval of the Steering Committee the Programme Partner may for its own account request a Third Party to remedy the breach, which approval will not unreasonably be withheld or delayed. The Steering Committee may attach specific conditions to the approval.

3.3.3. If a breach is substantial and is not remedied in time or is not capable of remedy, the Steering Committee may decide to declare the Programme Partner a "Defaulting Programme Partner" and to decide on the consequences thereof which may include termination of its participation by written notice to the Defaulting Programme Partner without any legal proceedings. Such consequences will include proposals and actions aimed at minimizing the effects of the breach and repayment of payments received by the Defaulting Programme Partner. Such consequences may not include punitive measures of any kind.

3.3.4. For the avoidance of doubt, each Programme Partner also has the right to claim for specific performance of any obligation of any Defaulting Programme Partner resulting from this Agreement, allowing the Defaulting Programme Partner a reasonable period to remedy the breach and provided that the Programme Partner claiming specific performance was reasonably affected by the breach. In case the breach is not remedied in time, the claiming Programme Partner may cure or have cured the breach for the account of the Defaulting Programme Partner.

4. PROGRAMME MANAGEMENT

4.1. On behalf of NWO, [redacted] will act as the contact person. He will be the first point of contact for the Steering Committee, Programme Committee and the Project Leaders involved. He will act as secretary in both the Programme Committee and the Steering Committee.

4.2. The Programme Committee shall be responsible for monitoring and evaluating the progress of the various aspects within the Research (scientific, knowledge transfer, IP issues, budget and staffing). The Programme Committee shall submit proposals for major substantive and financial changes to the Steering Committee. The Programme Committee shall consist of the Programme Leader, Project Leaders, one representative from each Private Partner, and the secretary.

4.3. The Programme Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Programme Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Programme Committee, the respective decision will be taken by a majority of votes. The secretary shall have an advisory role in the meetings of the Programme Committee and has no voting right. Should the voting lead to a tie of votes (50-50%), then the decision will be made by the Steering Committee following the procedure described in Article 4.5.

4.4. The Programme Committee will meet on a regular basis. Minutes of the meetings of the Programme Committee shall be drafted by the secretary and transmitted to the Partners without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Partners if, within 14 days from receipt, no Programme Partner has objected in writing to the Programme Leader. The Programme Leader will collect progress reports from the Partners as required under this Agreement and the terms of the Grant.

4.5. The Steering Committee is responsible for overall vision and mission of the programme, for making available the committed cash contributions, and for approving adaptations (if any) to the Programme and/or Programme financing. The Programme Committee will make a proposal for any adaptations required to the Steering Committee. The Programme Leader will have a strong advisory role in the Steering Committee, but will have no vote. The Steering Committee shall only meet if one or more of the Partners see(s) reason for it to do so. Meetings may be held in person or by any communication means. In-cash contributing Partners are represented in the Steering Committee by one (L) representative. At the start of the Research, the Steering Committee shall consist of the following members:

[redacted], Shell, member;
[redacted], NWO head Strategic Partnerships, member;
[redacted], Programme Leader, guest (no vote);
[redacted], NWO programme coordinator, secretary (no vote).

4.6. The Steering Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Steering Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Steering Committee, the issue shall be submitted to the higher tier directors of the Partners. If they are unable to resolve the matter to the general satisfaction of the Partners, Article 17 shall apply.

4.7. The Programme Leader reports to NWO.

4.8. The Programme Leader will:

a) be the primary contact for NWO;
b) be responsible for the day-to-day management of the Programme;
c) chair the meetings of the Programme Committee;
d) will arrange for the (financial) administration of the Programme as required under terms of the Grant;
e) be responsible for implementing decisions taken by the Programme Committee or Steering Committee; and
f) monitor the progress of the Programme with respect to milestones and deliverables as described in the Programme Proposal.

4.9. In case the Programme Leader or one of the other Partners in the Project is assigned to receive subsidy payments and to pass payments to the other Partners, the Programme Partner receiving the subsidy payment will forward the payments to the other Partners within twenty one (21) calendar days after receipt of a subsidy payment from the granting authority. Each Programme Partner will provide in writing its bank account information.

4.10. A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision may exercise a veto with respect to the corresponding decision or relevant part of the decision.

5. DURATION

5.1. This Agreement shall be effective as of the Effective Date.

5.2. This Agreement shall remain in full force until the date of termination or the date of conclusion of the Programme ("the Term") through a Grant closure decision, i.e. until the final settlement of the grant by NWO or terminated earlier in accordance with the provisions of Article 17. The provisions relating to definitions & interpretation, IPR and Confidential Information, for the time period mentioned therein, as well as those relating to liability, applicable law and settlement of disputes shall survive the expiration or termination of this Agreement.

6. LIABILITY and WARRANTIES

6.1. Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the Agreement, will be determined in accordance with applicable law.

6.2. No Party shall be liable to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act. For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Appendix A provided such damage was not caused by a wilful act or gross negligence.

7. ADDITION OF NEW PARTNERS

7.1. New Partners may join this Agreement as Programme Partner with the unanimous agreement of all Partners.

7.2. New Partners shall be bound by the terms of this Agreement and such other conditions as the Programme Committee and NWO may specify.

8. SUBCONTRACTING

A Programme Partner that enters into a subcontract or otherwise involves Third Parties in this Programme remains solely responsible for carrying out its relevant part of the Programme and for such Third Party's compliance with the provisions of this Agreement. It has to ensure that any Third Party is bound by the same confidentiality obligations as the Programme Partner and that the involvement of Third Parties does not affect the rights and obligations of the other Partners under this Agreement.

9. WITHDRAWALS

9.1. No Programme Partner may withdraw from the Programme without the prior unanimous consent of the Steering Committee.

9.2. In the event of withdrawal of a Programme Partner (the "Withdrawing Programme Partner"), the Steering Committee will make all reasonable attempts to reallocate the obligations and the remaining funding of the Withdrawing Programme Partner under this Agreement to another Partner or Third Party.

9.3. The Withdrawing Programme Partner shall not be entitled to recover any of its remaining costs incurred in connection with the Programme and shall comply with the following conditions:

9.3.1. rights granted to the other Partners in respect of the Withdrawing Programme Partner's Background and Foreground shall continue subject to the restrictions contained in this Agreement;

9.3.2. to the extent that exploitation of any other Programme Partner's Foreground is dependent on the Withdrawing Programme Partner's Background, then the Withdrawing Programme Partner shall, subject to any existing third party obligations, grant to the other Partners licence to such Background in accordance with this Agreement, unless otherwise agreed between Partners.

9.3.3. the Withdrawing Programme Partner shall grant to the other Partners a non-exclusive, royalty-free licence to use the Withdrawing Programme Partner's Foreground for the

purposes of carrying out the Project. Any exploitation or other use of such Withdrawing Partners Foreground will be dealt with in accordance with the terms of this Agreement;

9.3.4. all rights acquired by the Withdrawing Programme Partner to the Background and Foreground of the other Partners shall cease immediately other than in respect of the Withdrawing Programme Partner's interest in any jointly owned Foreground.

9.3.5. In the event that after the Effective Date any Third Party would acquire, directly or indirectly, the ownership or control over of a Programme Partner, the Steering Committee may decide to terminate this Agreement, with respect to such Programme Partner, the provision of Article 9.3.1 being correspondingly applicable to such Programme Partner. Such decision must be taken within 60 days from the date such change of control has been made public. If the other Partners would not agree unanimously to such termination, any Programme Partner may withdraw from the relevant Project Agreement without any liability to the other Partners within 60 days thereafter. In this case the provisions of Article 17 will apply correspondingly.

9.3.6. When TNO acquires, directly or indirectly, the ownership or control over ECN or in the event that TNO and ECN desire that all rights and obligations of ECN under this Agreement are assigned to TNO, the other Partners herewith agree to such transfer of ownership or control or to such assignment of the rights and obligations of ECN. ECN shall as of then become a Withdrawing Programme Partner automatically.

10. FUNDING, FINANCIAL MANAGEMENT AND FINANCIAL PROVISIONS

10.1. The financial arrangements for the Programme shall be set out in Appendix D and overseen by the Programme Committee.

10.2. Throughout the Term, each Private Partner shall pay to NWO the Financial Contribution set forth in Appendix D to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.

10.3. With respect to the invoicing referred to in Article 10.2, Private Partners will provide NWO with the information and, if applicable, purchase orders, as set forth in Appendix D to this Agreement.

10.4. The Financial Contribution mentioned in Appendix D includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

10.5. NWO shall apply the Financial Contributions to grant the Programme according to the Programme Proposal as set forth in Appendix A.

10.6. In case a Private Partner makes an In-Kind Contribution, as approved by NWO and as set forth in Appendix D, said Private Partner shall account for this In-Kind Contribution as set forth in Appendix E. If a Private Partner fails to account in such a way for (a part of) the In-Kind Contribution Partners will discuss and decide jointly about the consequences and/or solutions of the shortcoming, such as, but not limited to, alternatives to deliver the Contribution or withdrawal of that Private Partner from the Programme.

10.7. NWO will start the payment of the Grant to the Programme only after the Effective Date and after it has received a completed starting form (Startformulier, see granting letter (Appendix B). The Grant can only be used for costs made after the Effective Date. In case additional budget in the form of TKI allowance is applied for, the Grant (including the TKI allowance) can only be used for costs made after the application date for the TKI allowance; in such case, the Programme can thus start

only after this application date instead of the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant (including the TKI allowance) is for the risk and on the expenses of that Knowledge Institute.

10.8. Disbursements on behalf of the Programme budget are only possible until the Programme end date, unless

a) the approved budget includes a financial reservation to be paid after the Programme end date,

or

b) the Grant closure decision by NWO allows – on request of the Project Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision, provided (in both cases) that the commitment concerned has been made before the Programme end date.

10.9. The Programme Leader will prepare and submit to the Programme Committee an up to date financial status report of the Programme on a bi-annual basis.

11. FUNDAMENTALS AND ETHICS

11.1. Business ethics and conflicts of interest

Each Party shall uphold the highest standards of business ethics in the performance of this Agreement and shall require its directors, officers, employees, consultants, agents and contractors to conduct themselves in accordance with principles of integrity, fairness and transparency when performing this Agreement.

11.2. Conflict of interest and corrupt practices

Each Party shall avoid any conflict of interest between its own interests and the interests of the other Partners in dealing with organisations or individuals doing or seeking to do business in connection with this Agreement.

11.3. No Party will, directly or indirectly, receive from or give or offer to give anything of material value to any other Party, its University, employee or other persons, including Officials, in connection with this Agreement, other than specifically stated in the Project Proposal. A Party will promptly notify the other Partners of any violation of this clause.

11.4. Unless explicitly agreed otherwise in writing, none of the Partners is entitled to act or make legally binding declarations on behalf of any of the other Partners. Nothing in this Agreement shall be deemed to constitute a joint venture, agency or any other kind of formal business grouping or entity between the Partners.

11.5. Health, Safety, Environment & Security

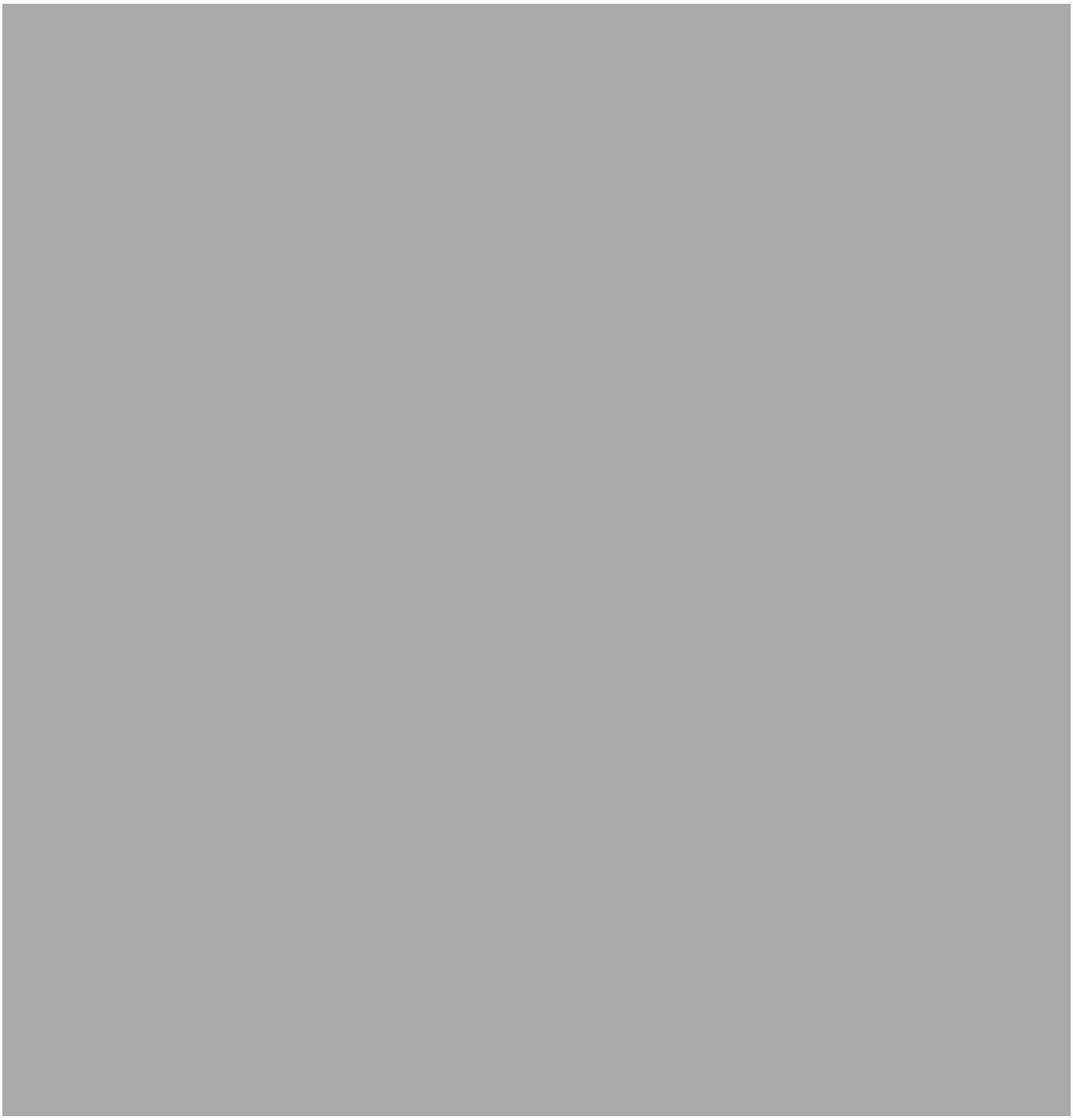
The Partners shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules (Appendix F).

- Whenever Parties' personnel are on a worksite of another Party they shall behave in a manner which is consistent with the rules of that Party. Whenever Parties are on a Shell worksite they shall behave in a manner which is consistent with Shell 's requirements for the management of health, safety, security, and the environment set forth herein as well as

any related rules, procedures or codes of practice in force at the relevant worksite. The Parties shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules.

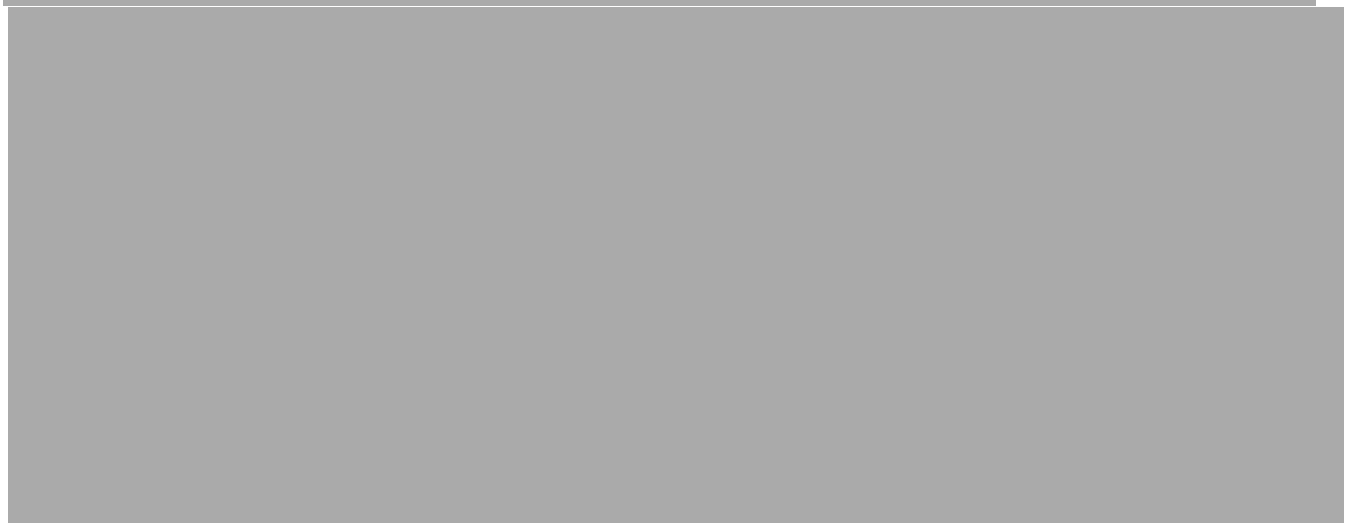
- Each Party confirms having received a copy of Shell's Life Saving Rules (or alternatively, has taken notice of the Life Saving Rules at http://www.shell.com/home/content/environment_society/safety/culture/).
- Each Party is solely responsible for determining the nature and scope of the health, safety, security and environmental risks associated with the work of the Party and its personnel in connection with the Agreement. Each Party assumes all responsibility and liability for such risks. Each Party and its personnel shall perform the scope without interfering with the operations of Shell or Affiliates of Shell or of any other Parties at the worksite.

12. BACKGROUND



13. FOREGROUND





14. USER RIGHTS AND/OR TRANSFER OF OWNERSHIP OF FOREGROUND





15. NON-DISCLOSURE AND DISCLOSURE OF INFORMATION AND DISSEMINATION OF FOREGROUND

One of the main objectives of the Programme is to generate and disseminate new knowledge. Only Public Information may be disclosed to Third Parties without any restriction and Foreground may only be disseminated, if Partners' rights regarding ownership, transfer of ownership and access rights are respected and the classification of such Foreground has been taken into account.

Before disclosing any Confidential Information to any Receiving Party, the Disclosing Party shall inform the Receiving Party's primary point of contact as mentioned in Article 21 of the nature of such information. The Receiving Party, acting in good faith, shall be entitled to refuse to receive such Confidential Information (for example, to avoid contamination of the Receiving Party's and/or its Affiliates' existing know-how) and, to the extent that the Disclosing Party does disclose Confidential Information to the Receiving Party after the Receiving Party has indicated that it does not wish to receive such information, the Receiving Party and its Affiliates shall (in the absence of further written agreement) be entitled to regard such information as non-confidential and be free to use and disclose it entirely as they see fit and for any purpose.

15.1. Non-Disclosure of Confidential Information

For Confidential Information the Receiving Parties hereby undertake for a period expiring five [5] years after the completion of the Project, unless otherwise decided by the Partners involved:

a) to preserve the confidentiality of all Confidential Information;

b) not to use Confidential Information otherwise than for the purpose for which it was disclosed;

c) to use such Confidential Information only for the implementation of the Project unless otherwise agreed with the Disclosing Party;

d) not to disclose Confidential Information to a Third Party without the prior written consent of the Disclosing Party;

e) to ensure that internal distribution of Confidential Information by a Receiving Party shall take place on a strict need-to-know basis; and

f) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Receiving Party including all copies thereof and to delete all Confidential Information stored in a machine readable form. If needed for the recording of on-going obligations, the Receiving Party may however request to keep a copy for archival purposes only. Further, the Receiving Party is not obliged to return or delete routinely created back-up copies of electronic documents containing Confidential Information until the copies are deleted in the ordinary course of business.

15.2. Notwithstanding Article 15.1 sub d, a Receiving Party shall be allowed to disclose Confidential Information of the Disclosing Party to an Affiliated Entity of the Receiving Party and such Affiliated Entity shall be allowed to use such Confidential Information for the purpose for which it was disclosed provided such Affiliated Entity:

a) needs to know and use such Confidential Information in furtherance of completing work under the Project;

b) has been informed of the confidential nature of the Confidential Information in question; and

c) is bound by obligations no less stringent than those assumed hereunder.

15.3. The Receiving Party shall be responsible for the fulfilment of the above obligations on the part of its employees and shall ensure that its employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of their employment.

15.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Receiving Party can show that:

a) the Confidential Information is or has become publicly available by means other than a breach of the Receiving Party's confidentiality obligations;

b) the Disclosing Party subsequently informs the Receiving Party that the Confidential Information is no longer confidential;

c) the Confidential Information is communicated to the Receiving Party without any obligation of confidence by a Third Party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

d) the Confidential Information, at any time, was developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party; or

e) the Confidential Information was already known to the Receiving Party prior to disclosure.

15.5. The Receiving Party shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

15.6. After a Party becomes aware of unauthorised disclosure, misappropriation or misuse, that Party shall promptly advise the other Party or Partners in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information.

15.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

a) notify the Disclosing Party; and

b) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

15.8. Dissemination of Public Information

Each Programme Partner shall ensure that Public Information is disseminated as swiftly as possible.

15.9. Each Programme Partner undertakes to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree which includes its Foreground or Background. However, confidentiality and publication articles have to be respected.

16. PUBLICATION

16.1. Before any proposed publication in connection with or relating to the Programme each Programme Partner will ask prior permission of the other Partners in accordance with the following procedure.

16.2. A copy of any publication shall be sent to the other Partners at the earliest time possible. Any of the Partners may object to the publication within 30 days after receipt of a copy of the proposed publication on any of the following grounds: (i) that they consider that the protection of the objecting Programme Partner's Foreground and/or Background would be adversely affected by the proposed publication or (ii) that the proposed publication includes Confidential Information of the objecting Programme Partner.

16.3. The proposed publication shall not take place until the expiry of the above period of 30 days. In the absence of any written objection within the above mentioned period, it is deemed that the Partners agree to the proposed publication. In the event that an objection is raised on any of the above defined grounds within the above period of 30 days, the Programme Partner proposing the publication and the Programme Partner objecting shall seek in good faith to agree a solution on a timely basis whereby such objection is resolved and the scientific quality is maintained.

16.4. The Partners undertake to cooperate to allow the timely submission, examination, publication, defence of any dissertation or thesis for a degree.

16.5. The publication may be postponed for a maximum period of three (3) months, as from the date the request for publication was made, in order for the protection of IPR.

16.6. For the avoidance of doubt, this procedure shall be applicable regardless of the content of the proposed publication.

17. TERMINATION

17.1. In addition to the remedies contained in Article 9 (Withdrawals), in the event that any Programme Partner shall commit any breach of or default in any terms or conditions of this Agreement, the Programme Committee may decide by unanimous vote of the non-defaulting Partners to serve written notice of such breach or default on the Defaulting Programme Partner and in the event that such Programme Partner fails to remedy such default or breach within 30 days after receipt of such written notice any of the Partners may, at their option and in addition to any other remedies which they may have at law or equity, remove the Defaulting Programme Partner and continue with the Project. Any removal of the Defaulting Programme Partner shall be reported to NWO.

17.2. If any Programme Partner (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Programme Partner's winding-up or dissolution; or makes an administration order in relation to that Programme Partner; or if any Programme Partner (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Programme Partner; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining members of the Programme Committee shall meet to suspend or terminate that Programme Partner's involvement in the Programme Committee and the Project. Any removal of the Defaulting Programme Partner shall be effective as of the date of the receipt of such notice whereupon the provisions of Article 9.3 shall apply to the defaulting Programme Partner.

17.3. In the event a Programme Partner is declared a Defaulting Programme Partner this Agreement will automatically be terminated towards this Programme Partner by written notice and without any legal proceedings.

17.4. In the event that it is agreed by all the Partners that there are no longer valid reasons for continuing the Programme, the Steering Committee may decide by unanimous vote to terminate the Programme.

18. BUSINESS PRINCIPLES; SUPPLIER PRINCIPLES; CODE OF CONDUCT

18.1. Each Party acknowledges that it has (a) received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at http://www.shell.com/sgbp) and the Shell Supplier Principles (or alternatively taken note of the Shell Supplier Principles at http://www.shell.com/suppliers) (collectively the "Business Principles"); (b) received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at http://www.shell.com/codeofconduct); and (c) been made aware of the Shell Global Helpline at http://www.shell.com/report_concerns/index.html. Each Party agrees that it will adhere to the principles contained in the Business Principles (or where other Parties have adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of Shell in connection with the Agreement and the business resulting therefrom. In the event that Shell or any of its Affiliated Entities supply staff that work on behalf of Shell or represent Shell, each Party commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct. Each Party will notify Shell immediately if it becomes aware of any behaviour by Shell staff, Parties or their Affiliated Entities which is, or may be, inconsistent with the Business Principles, the Shell Code of Conduct or, where the Party has adopted equivalent principles, their equivalent.

18.2. At Shell's request, a Partner will provide information to Shell as required to complete and fully respond to Shell's usual supplier questionnaires and due diligence to confirm compliance by Parties and their Affiliated Entities with Business Principles. As part of Shell's due diligence, Parties will grant Shell or its representative's reasonable access to Parties' facilities and sites which is necessary in order to review a Parties compliance with this Article 18.

19. COMPLIANCE WITH ANTI-BRIBERY LAWS; INTERNAL CONTROLS; TRADE CONTROL LAWS

19.1. Each Party represents and warrants that, in connection with the Agreement or the business resulting therefrom: (a) it is knowledgeable about anti-bribery laws applicable to the performance of the Agreement and will comply with all such laws; (b) neither it nor an Affiliated Entity have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.

19.2. Each Party undertakes to immediately notify other Parties if in connection with the Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage.

19.3. Shell confirms that its appointment of other Parties was expressly made on the basis that anti-bribery laws and the Business Principles would not be violated. Each Party acknowledges that the contents of the Agreement may be disclosed by Shell to Third Parties for the purposes of demonstrating compliance with this Article.

19.4. Each Party and its Affiliated Entities shall maintain adequate internal controls and procedures to assure compliance with anti-bribery laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

19.5. Each Party acknowledges that it is familiar with and will comply with all applicable trade control laws. Without prejudice to the foregoing, other Parties will provide Shell, in writing, with the relevant Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any dual-use or military items (i.e. goods, software, or technology) as well as Harmonized System Codes for any items provided pursuant to this purchase order. Unless otherwise agreed between the Parties, each Party shall be responsible for obtaining all necessary import and export licenses as required by applicable trade control laws for any goods, software, or technology provided by or on behalf of that Party pursuant to this purchase order. Where such licenses or authorizations are obtained, each Party shall provide Shell written notice of all applicable conditions, including but not limited to those restricting the further export, use or release of the goods, software or technology. Each Party, shall indemnify, defend, and hold harmless the other Parties, and Affiliated Entities from and against any and all losses, damages, costs (including legal fees), claims, expenses, fines and penalties incurred or suffered as a result of Party's non-compliance with trade control laws.

20. NON-ASSIGNMENT

This Agreement and any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Programme Partner other than to their respective Affiliated Entities, in whole or in part, without the express prior written consent of the other Programme Partners. Notwithstanding the former, ECN shall be entitled to assign all its rights and obligations under this Agreement to the Netherlands Organization for Applied Scientific Research TNO.

21. NOTICES

Any notice to be given under this Agreement shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to SHELL

Shell Global Solutions International BV

Address: Grasweg 31, 1031 HW, Amsterdam, NL

Email: [redacted]@shell.com

Attention:

if to the ETERNAL SUN GROUP

Eternal Sun Group

Address Wolga 11 (2491 BK), The Hague, the Netherlands

Email: @eternalsun.com

Attention:

if to the STICHTING ENERGIEONDERZOEK CENTRUM NEDERLAND (ECN)

Stichting Energieonderzoek Centrum Nederland

Address Westerduinweg 3, 1755 LE, Petten

Email: @ecn.nl

Attention:

if to EXASUN

Exasun BV

Address: Laan van Ypenburg 122, 2497 GC, The Hague

Email: xasun.com

Attention:

if to LEVITECH B.V.

Levitech

Address: Versterkerstraat 10, 1322AP Almere, The Netherlands

Email: @levitech.nl

Attention: Ernst Granneman

Email: levitech.nl

Attention:

if to TEMPRESS SYSTEMS B.V.

Tempress Systems B.V.

Address: Radeweg 31, 8171 MD VAASSEN

Email: [redacted]tempress.nl

Attention: [redacted], CTO

if to the TECHNISCHE UNIVERSITEIT DELFT (TUD)

Technische Universiteit Delft

Address: Mekelweg 4, 2628 CD Delft, the Netherlands

Email: [redacted]@tudelft.nl

Attention: [redacted]

if to the UNIVERSITY OF AMSTERDAM:

University of Amsterdam, Institute of Physics

Address: Science Park 904, 1098XH Amsterdam

[redacted]@uva.nl

Attention: [redacted]

Email: [redacted]@uva.nl

Attention: [redacted]

if to AMOLF

Science Park 104, 1098 XG Amsterdam

Email: [redacted]@amolf.[redacted]@amolf.nl

Attention: [redacted]

if to the TECHNISCHE UNIVERSITEIT EINDHOVEN (TU/e)

Technische Universiteit Eindhoven

Address: Groene Loper 5, 5612AE Eindhoven, The Netherlands

Email: [redacted]@tue.nl; [redacted]tue.nl

Attention:

For non-scientific matters:

Email: J @tue.nl

Attention:

if to NWO

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO)

Address: Van Vollenhovenlaan 659, 3527 JP Utrecht, The Netherlands

Email: @nwo.nl

Attention:

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

22. MISCELLANEOUS

22.1. No representation, partnership or agency

The Partners shall not be entitled to act or to make legally binding declarations on behalf of each other, unless explicitly stated in this Agreement. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Partners.

22.2. Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise, the name of any of the Partners or any of their logos or trademarks without their prior written approval.

22.3. Partners shall refrain from any action which might harm (the reputation of) the other Partners.

22.4. Headings

The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

22.5. Waiver of rights

If a Party fails to enforce, or delays in enforcing, an obligation of another Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this

Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

22.6. Entire Agreement

This Agreement and its Appendices constitute the entire agreement between the Partners relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this article does not exclude any liability which a Party may have to another (or any right which a Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

22.7. Applicable law

This Agreement shall be construed in accordance with and governed by the laws of The Netherlands.

22.8. Settlement of disputes

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, may be submitted to start a proceeding under the rules of arbitration of the Netherlands Arbitration Institute. The place of arbitration shall be The Hague if not otherwise agreed by the Partners. The award of the arbitration will be final and binding upon the Partners. However nothing in this Agreement shall limit the Partners' right to seek injunctive relief or to enforce summary proceedings by a competent court of law in the Netherlands.

EXECUTED by the Partners

For and on behalf of [PARTNER NAME] Universiteit van Amsterdam

Name:

Positio

SIGNE

TITUTE OF PHYSICS
Science Park 904
Postbus 94485
090 GL Amsterdam
The Netherlands

Date: 8/5/2017

Appendix A Programme Proposal

Reference: FOM-16.1945

Version: 2.0

Date: 31-1-2017

1. Title of the proposed FOM program Nr. FOM-16.1945

Towards high-efficiency hybrid tandem solar cells

2. Applicants and industrial partner(s)

Applicants:

n (program leader)
Delft University of Technology,

Delft University of Technology,

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

University of Amsterdam

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

Industrial partners:

Shell, Amsterdam

Tempress, Radeweg 31, 8171 MD Vaassen

Levitech BV, Versterkerstraat 10, 1322 AP Almere

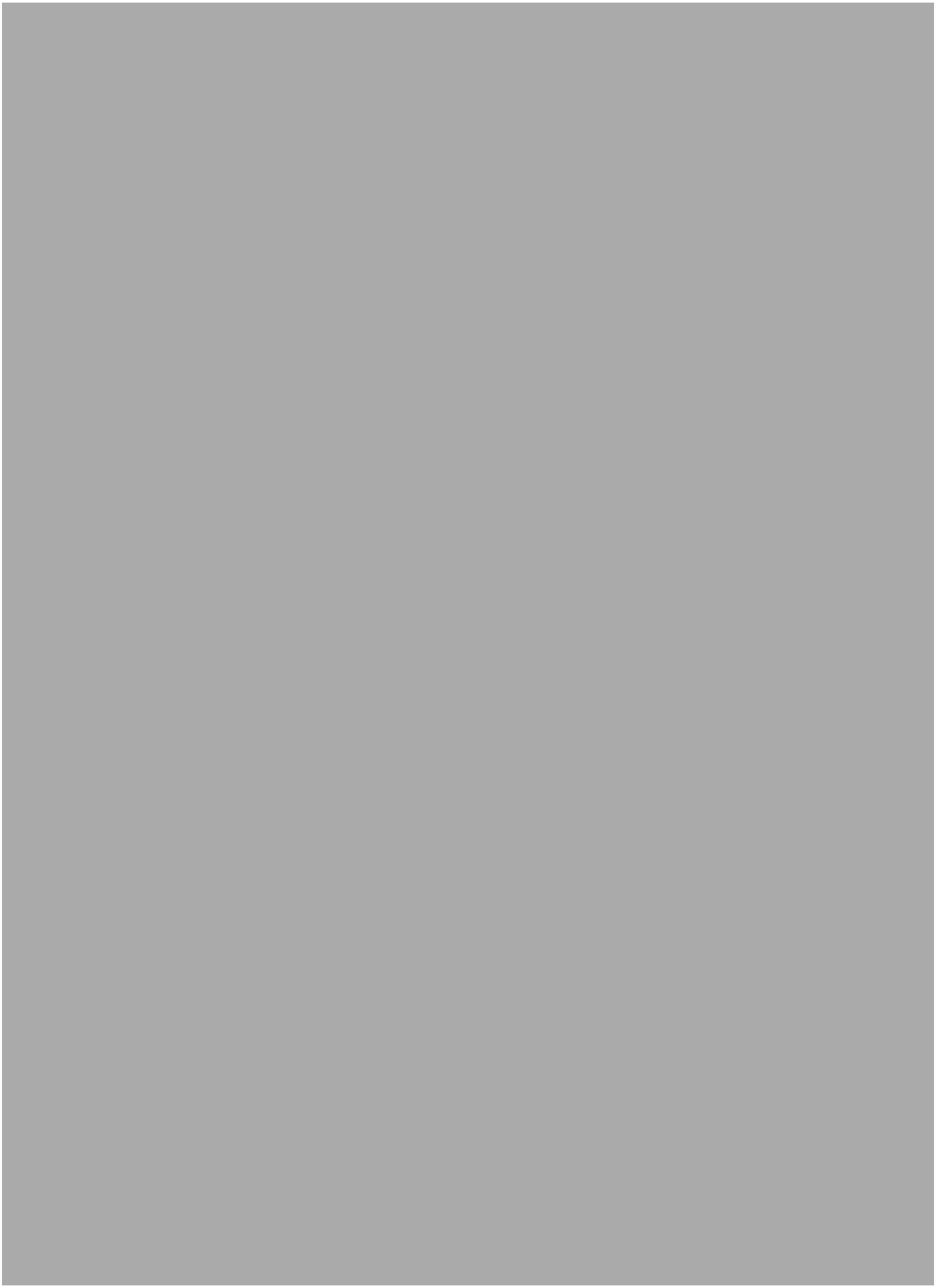
Exasun BV, Laan van Ypenburg 122, 2497GC Den Haag

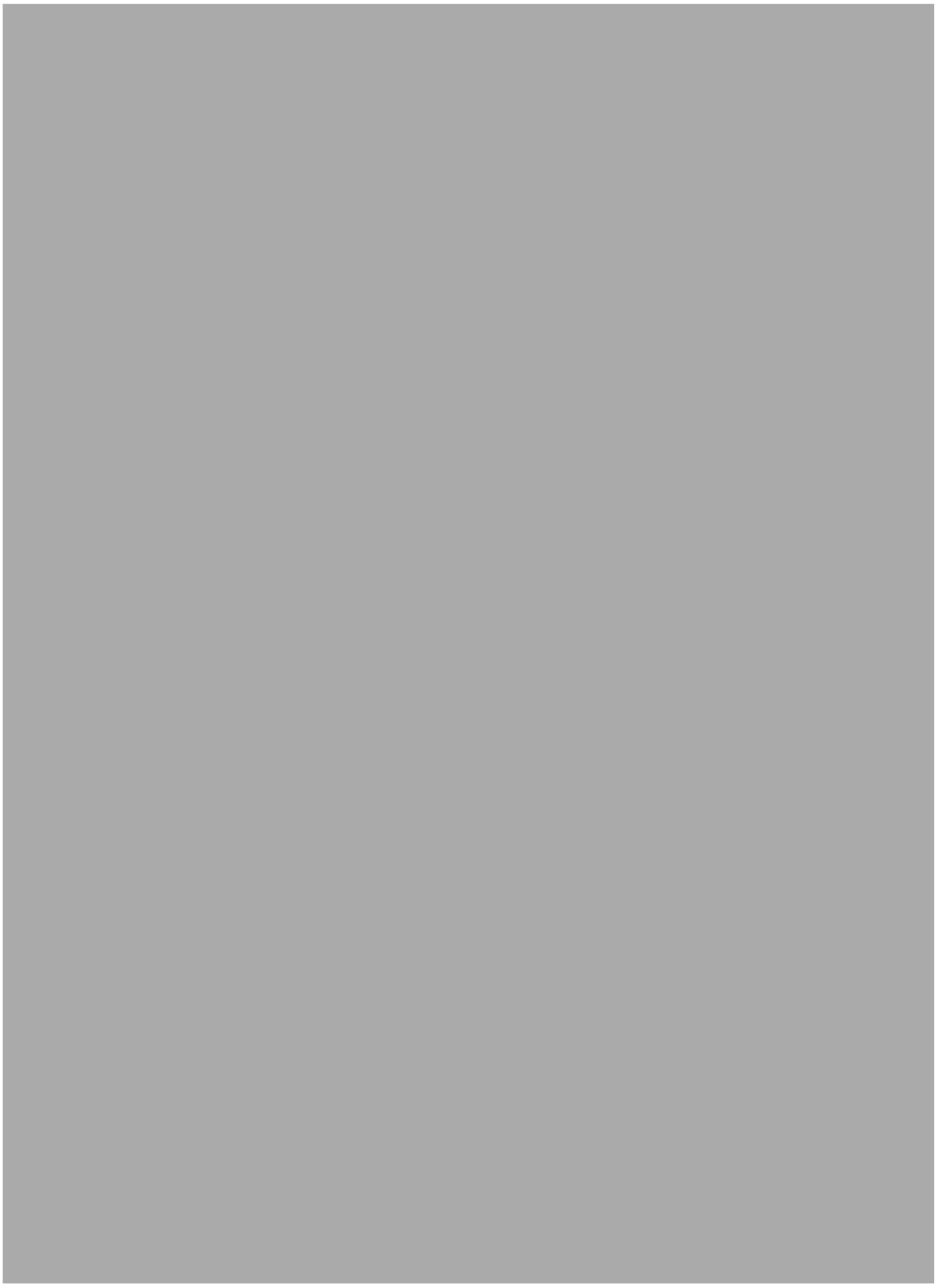
Eternal Sun Group, Wolga 11, 2491 BK Den Haag

ECN:

ECN Petten

ECN Solliance, Eindhoven









Tempress Systems commitment letter JSP-III

TEMPRESS AMTECH GROUP

Ref: JSP-III commitment letter

Date: 30th November 2016

To:
Stichting voor Fundamenteel Onderzoek der Materie
[redacted]
P.O. Box 3021
3502 GA Utrecht

CC: [redacted]
Tempress Systems

Dear [redacted]

On behalf of Tempress Systems I am happy to inform you that we are willing to support the initiative entitled Joint Solar Programme III ("JSPIII") for which a proposal is submitted by Prof. Dr. Miro Zeman for funding from FOM.

Motivation to participate
The combination of silicon bottom with perovskites top solar cells are very attractive when it produces more than 28% cell efficiency. This next step in PV can be made towards 1ct / kWh LCOE.
Tempress can participate in the consortium with experience by having a deep connections with customers and offering process support for silicon bottom cell technologies.

Intended contribution
Subject to agreement on the terms and conditions in the cooperation agreement, Tempress Systems will commit to an in-kind contribution as described in the application of k€ 15 per year, in total k€ 60. In case the project proposal is not granted, an agreement on the co-operation agreement could not be reached, or in case the support is significantly lower than anticipated at the moment of signing of this Letter of Commitment, Tempress Systems is entitled to reconsider and may end its participation and contribution.

We are looking forward to a fruitful cooperation.

[redacted]

Tempress ■ Radeweg 31 ■ 8171 MD ■ Vaassen ■ Netherlands ■ T +31 (0)578 699200 ■ F +31 (0)578 693693
www.tempress.nl ■ sales@tempress.nl ■ CoC-number 05080185 ■ VAT-number NL815183367B01

Appendix B the Grant

Appendix C Background list

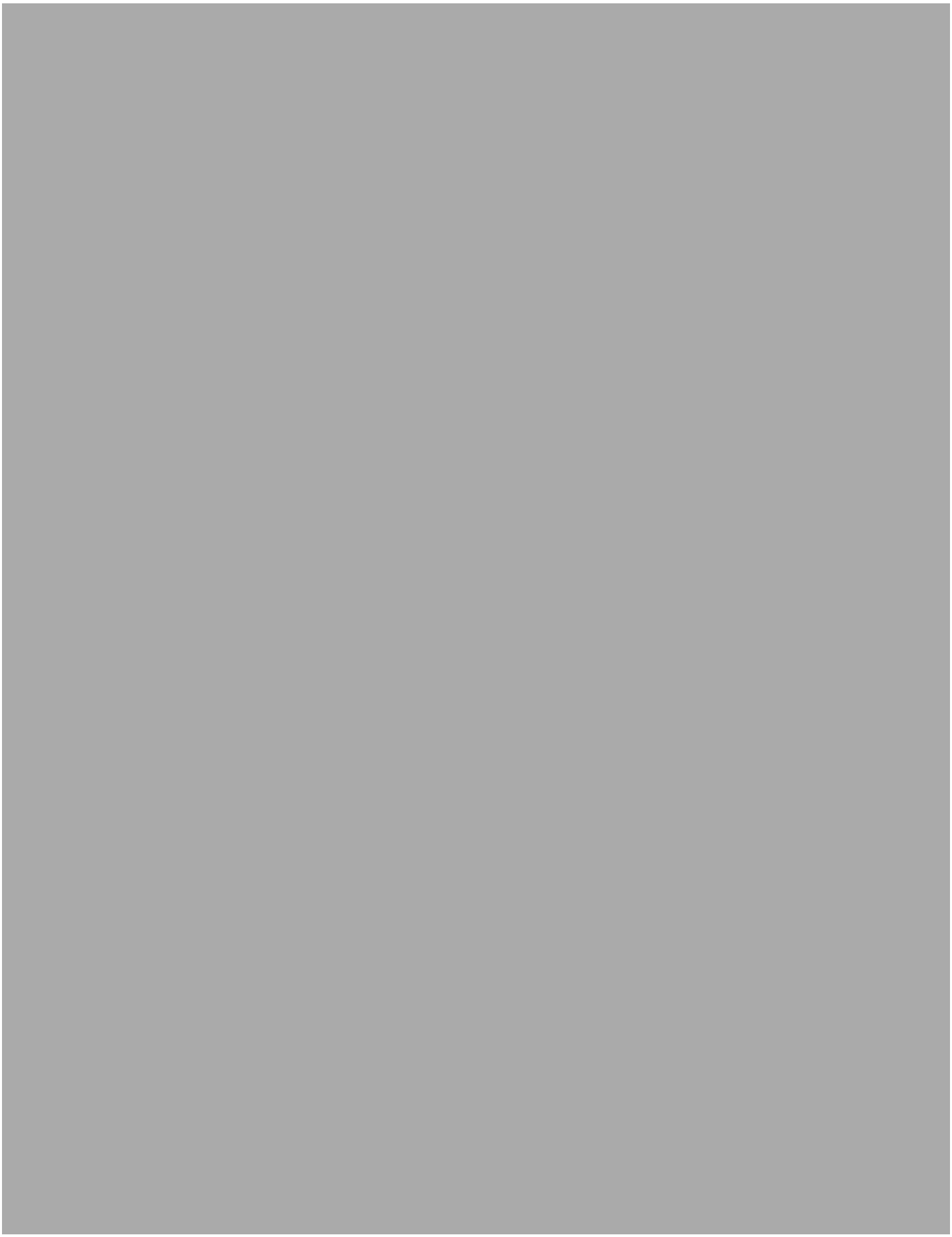
C1. Background included

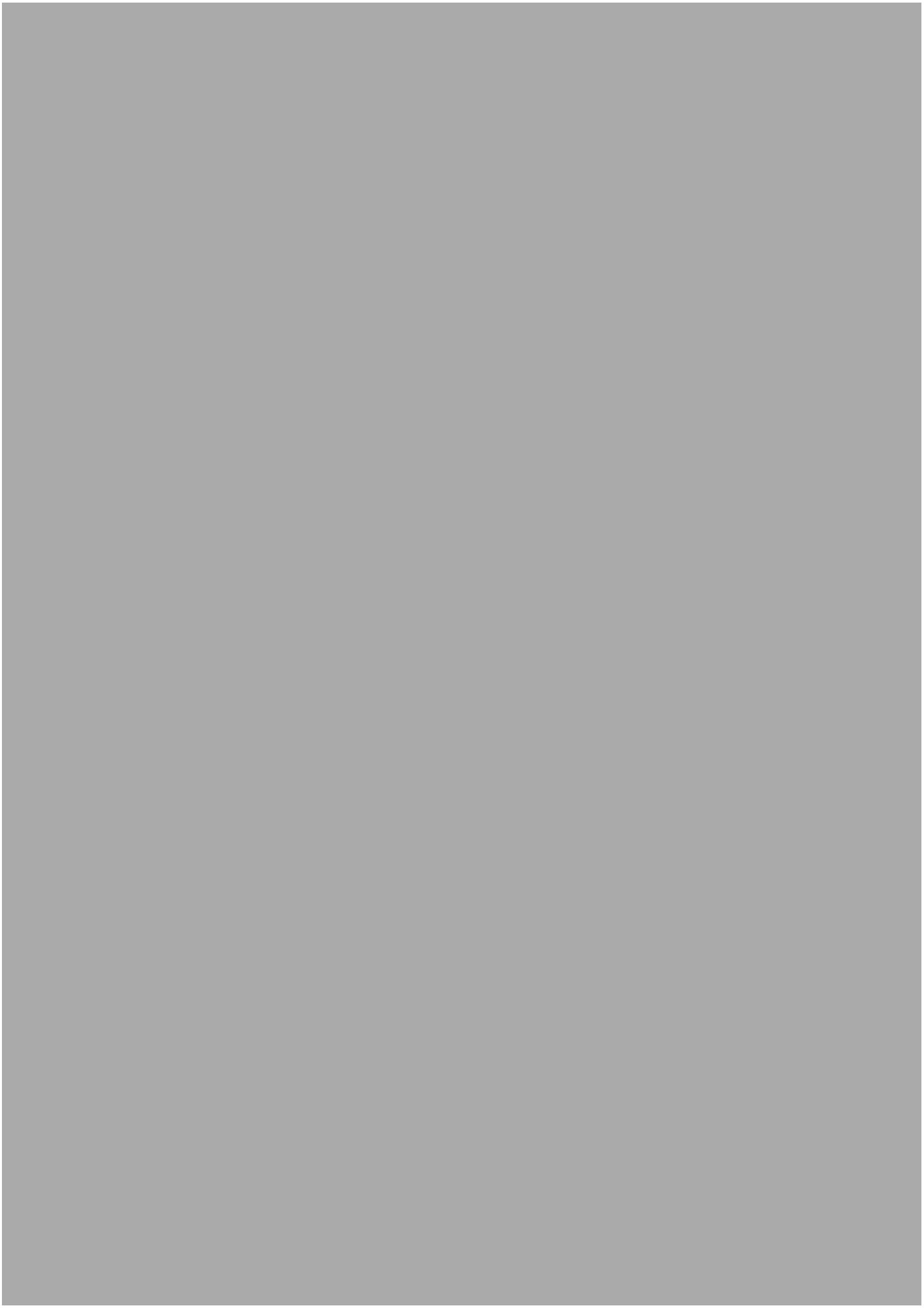
C2. Background excluded

In general:

- Background developed by employees not participating in the Project or Work Packages concerned;
- Background developed by employees participating in the Project but which is outside the scope of the Project;
- Background developed under the terms of any other agreement with other Partners;
- All know-how that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights
- All know-how related to existing patents and patent applications of the Partners (or any of its affiliates)

Appendix D Financial Arrangements







The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in five (5) equal parts. The first payment shall be remitted within sixty (60) days after the Effective date, as invoiced by NWO to the (respective) Private Partner(s).

The Private Partner(s) receive(s) invoices to remit its/their Financial Contributions that include its/their share in the program management and networking costs on the following dates:

- Effective date (in year 2017)
- 1st October 2018
- 1st October 2019
- 1st October 2020
- 1st October 2021.

Invoicing procedure

NWO will send to the Private Partners digital invoices. To this end, Private Partners will provide to NWO the following information:

- the purchase order
- the item number
- the requirements and procedures for invoicing, including the invoice submission address

Payment term for Shell will be 60 days.

For Private Partners that create (a) purchase order(s) or a vendor/client number, NWO provides the

following information:

The financial contribution is free of VAT

Address:

Netherlands Organisation for Scientific Research

Laan van Nieuw Oost-Indië 300

2593 CE The Hague

P.O. Box 93138

2509 AC The Hague, The Netherlands

www.nwo.nl



Email address to be used:

[redacted]@nwo.nl;

Appendix E Provisions for in-kind contributions

1. Permitted in-kind contributions

The following costs, directly attributable to the research project and incurred by the private party, may be contributed by private parties as in-kind contributions (see also provision 1):

a. Hours worked within the scope of the project:
   - wage costs, it being understood that these are based on an hourly wage, calculated on the basis of the annual wage at full employment according to the column «loon voor de loonbelasting» of the wage statement, plus the surcharges for social contributions payable by law or under individual contract or collective bargaining agreement, and based on 1650 productive hours per year. This amount may be increased with a surcharge for other general costs, subject to a maximum of 50% of the wage costs referred to above. The ensuing hourly rate to be attributed to the project, including said 50% surcharge for general costs, is capped at € 100. Contribution of costs for supervision or for project management is possible in the event of active participation of the intended supervisor or project manager in the research project (cf. under 1b).
b. Costs of material and resources to be used, based on the original purchase prices.
c. Use of equipment and machines
   - Costs associated with the purchase and use of machines and equipment, it being understood that these are based on the depreciation costs to be attributed to the project, calculated on the basis of the original purchase prices and a depreciation period of at least five years; costs of consumables and maintenance during the period of use.
   - Costs of purchase and use of machines and equipment that were not purchased solely for the project will only be considered project contributions pro rata based on the foregoing if there is a time log for each machine or for the equipment that conclusively establishes the operating hours.
   - In-kind contributions in the form of a discount on the regular purchase price in economic transactions (list price) of machines and equipment. The discount must be at least 25% of the list price. The costs charged to the project's equipment budget will then amount to the list price less said discount.

2. Accounting of in-kind contributions

Private parties must render account of their in-kind contributions to NWO by means of a statement of the contributed costs, to be provided to NWO within three months after the end of the research project to which the in-kind contribution was made. The application for approval of the in-kind contribution must be submitted simultaneously with the application for approval of the subsidy amount by the university partner(s), accompanied by a collective final report. If the in-kind contribution for which account must be rendered exceeds € 125,000, an auditor's report must be submitted; in other cases, a written statement by the holder or a power of attorney stating that the contributed in-kind efforts can actually be attributed to the project will suffice.

If the private party that committed itself to a research project with an in-kind contribution ultimately fails to make such in-kind contribution in full or in part, Article 10.6 applies.

Appendix F Shell Life Saving Rules

The safety of all those working for Shell is of great concern to us. Not following a safety rule is a significant contributory factor to past safety incidents involving Shell contractors. Most people consistently follow the safety rules but there is room for improvement.

As a potential supplier to Shell you and your people need to understand the Life-Saving Rules (high level details are below) and to ensure full compliance with them.

These Rules are not new but they ensure extra focus on 12 high-risk activities at work where we know that failure to comply has the highest potential for serious injury or death.

Complying with the Life-Saving Rules is vital for all Shell employees, and the employees of contractors and sub-contractors working for any Shell company.

Failure to comply will have serious consequences. Our approach will be that if someone chooses to break a Life-Saving Rule, they choose not to work for Shell. We will also apply this approach to supervisors who create or tolerate conditions for the breaking of the Rules.

The Life-Saving Rules will help protect everyone from harm and I look forward to your support in making our working environment a safer place.

7. Shell's 12 Life-Saving Rules

1: Work with a valid work permit where required





2: Conduct gas tests when required

3: Verify isolation before work begins and use the specified life protecting equipment





4: Obtain authorisation before entering a confined space

5: Obtain authorisation before overriding or disabling safety critical equipment





6: Protect yourself against a fall when working at height

7: Do not walk under a suspended load





8: Do not smoke outside designated smoking areas

9: No alcohol or drugs while working or driving





10. While driving, do not use your phone and do not exceed speed limits

11. Wear your seat belt





12: Follow prescribed Journey

BIJLAGE 11: TNO

CONSORTIUM AGREEMENT JSP3

PARTIES:

(1) **The Netherlands Organisation for Scientific Research (NWO),** having its office in Utrecht, at Van Vollenhovenlaan 659 (3527 JP), the Netherlands, hereinafter referred to as "NWO"; legally represented by , director NWO Science.

(2) **Technische Universiteit Eindhoven,** having its office at Groene Loper 5 (5612 AE) Eindhoven, the Netherlands, hereinafter referred to as "TU/e"; legally represented by , president;

(3) **Technische Universiteit Delft**, having its offices at Stevinweg 1 (2628 CN) Delft, the Netherlands, hereinafter referred to as "TUD"; legally represented by , Rector Magnificus;

(4) **AMOLF,** having its office at Science Park 104 (1098 XG) Amsterdam, the Netherlands, hereinafter referred to as "AMOLF", legally represented by , Institute Manager;

(5) **University of Amsterdam, Institute of Physics,** having its office at Science Park 904 (1098 XH) Amsterdam, the Netherlands, hereinafter referred to as "UvA", legally represented by director Institute of Physics;

(6) **Shell Global Solutions international BV,** having its office at Kessler Park 1 (2288 GS), Rijswijk, the Netherlands, hereinafter referred to as "Shell"; legally represented by , ETC Manager

(7) **Eternal Sun Group,** having its office Wolga 11 (2491 BK), The Hague, the Netherlands, hereinafter referred to as "ESG"; legally represented by , CTO;

(8) **Stichting Energieonderzoek Centrum Nederland (Energy Research Centre of the Netherlands)**, a Dutch foundation whose registered office is at Westerduinweg 3 (1755 LE), Petten, the Netherlands, hereinafter referred to as "ECN"; legally represented by COO Executive Board;

(9) **Exasun B.V.,** having its office at Laan van Ypenburg 122 (2497 GC) The Hague, the Netherlands, hereinafter referred to as "Exasun" legally represented by , CEO.

(10) **Levitech B.V.** having its office at Versterkerstraat 10, 1322AP Almere, the Netherlands, hereinafter referred to as "Levitech"; legally represented by , CEO;

(11) **Tempress Systems B.V.**, having its office at Radeweg 31 (8171 MD) Vaassen, the Netherlands, hereinafter referred to as "Tempress"; legally represented by , General Manager.

Shell, ESG, ECN, Exasun, Levitech and Tempress together hereinafter referred to as the "Private Partners".

TU/e, TUD, AMOLF, UvA, together hereinafter referred to as the "Knowledge Institutes".

Knowledge Institutes and Private Partners together referred to as "Programme Partners" or "Partners".

Parties 1 through 11 are collectively referred to as "Parties" or individually as "Party".

WHEREAS:

The Programme Partners are interested in a research study on the subject of 'Towards high-efficiency hybrid tandem solar cells', as further detailed in the Programme Proposal as included in Appendix A (“the Programme”);

The Programme shall be executed in separate Projects performed by universities that have been selected for funding;

The Parties wish to set forth in this Agreement the specific terms and conditions for the execution of the Programme;

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. The words and phrases below shall have the following meanings:

Affiliated Entity	means any legal entity that is under the direct or indirect control of a Programme Partner, or under the same direct or indirect control as the Programme Partner, control taking any of the following forms: a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; b) the direct or indirect holding, in fact or in law, of decision-making; In relation to Shell Affiliate shall mean (i) Royal Dutch Shell plc (“RDS”) and any company or other legal entity other than Shell, which, at the time in question, is directly or indirectly controlled by RDS; and (ii) any company or other legal entity which, at the time in question, is being managed or operated by Shell Global Solutions International B.V., or a company as defined in (i) above; or to which Shell Global Solutions International B.V., or a company defined in (i) above, is providing services under a construction, operating or technical services agreement on a cost sharing basis.
Agreement	this consortium agreement and all its Appendices;
Appendix	appendix to this Agreement;
Background	means all IPR, information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored), which are not publicly available when disclosed under this Agreement and that is not generated or conceived within this Research provided by a Party to another Party within the Research, with the exception of the Results. Each Party has identified in an exhaustive manner in Appendix C the Background that is contributed to this Programme for the purpose of carrying out the research.
Commercial Use	Commercial exploitation of the Results aimed at generating income, such as by the sale of products or services incorporating

	the Results. For the avoidance of doubt, Commercial Use does not include performing research using the Results.
Confidential Information	means all information, in whatever form or mode of transmission, which is disclosed by one of the Parties (the “Disclosing Party”) to any other Party (the ”Receiving Party”) for the purpose of executing the research after signing the Agreement (i) in case of information disclosed in documentary or other tangible form, by labelling same as “confidential”, or (ii) when disclosed in intangible form, such as orally or visually, by confirming the same in writing as “confidential” within fourteen (14) calendar days from disclosure;
Contributions	the in kind or in cash contributions of the Programme Partners as set out in the itemised budget contained in Appendix D;
Dissemination	means the disclosure of Foreground by any appropriate means other than that resulting from the formalities for protecting it, and including the publication of Foreground in any medium;
Effective Date	The signing date by NWO, being the last Party to sign the Agreement
Fair and Reasonable Conditions	means terms and conditions resulting from negotiations between Partners, taking into account the specific circumstances, for example the actual or potential value of the relevant Foreground or Background and/or the scope, duration or other characteristics of the use envisaged;
Financial Contribution	monetary (in-cash) contribution by each Private Partner to NWO as set forth in Appendix D to this Agreement, in order to co-fund the Project
Foreground	means the Results, including information and know-how, whether or not they can be protected, which are generated in a Project. Such Results include rights related to copyright, design rights, patent rights, or similar forms of protection;
Grant	Grant to the Programme including the Financial Contribution, as approved by the Board of NWO Science, set forth in Appendix B to this Agreement.
In-kind Contribution	Any contribution other than a Financial Contribution, including, but not limited to contributions in the form of man hours, materials and (use of) equipment, as set forth in Appendix D to this Agreement. Rules for participation with an In-Kind Contribution are set forth in Appendix E to this Agreement.
IPR	means intellectual property rights, including industrial property rights, know-how, copyrights, neighboring rights and any similar right recognized from time to time in jurisdiction, together with all rights of action in relation to the infringement of any of the above.
Official	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone

	acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
Option	the right to acquire an exclusive or non-exclusive right to use and exploit the Results or acquire ownership, generated in a Project or the Programme to which a Partner contributes in a Field.
Progress Report	means a report on the progress of the Programme. Progress Reports include progress in terms of costs and man-hours for each Programme Partner;
Project	a part of the Research that is described in the Programme Proposal:
Programme Proposal	the document identifying the budget, organisation, objectives, milestones, time schedule and methodology of the Programme in Appendix A;
Programme Committee	the representatives nominated by each of the Partners, pursuant to Article 4 of this Agreement, in order to supervise the carrying out of the Programme;
Programme Leader	the leader of the Research as described in the Programme Proposal;
Project Leader	the researcher who supervises a Project as described in the Programme Proposal;
Public Information	means all information, in whatever form or mode of transmission, which is not marked as Confidential Information;
Research	the research Programme under this Agreement which is collectively funded by the Partners, described in more detail in the Programme Proposal;
Results	shall mean all inventions, information, materials, methods, processes, products, programs, software, findings and discoveries that is generated or conceived in a Project, and IPR thereto.
Software	means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression;
Steering Committee	final decision-making body with delegates from NWO and all in-cash funding Private Partners;
Third Party or Third Parties	means a company (companies), institute (institutes) or (non-governmental) organization (organizations) that is (are) not an Affiliated Entity nor a Party;

Use Outside The Project	means the direct or indirect utilization in activities other than implementation of this Programme.

2. PURPOSE AND SCOPE

2.1. The Research shall be undertaken by the Partners in accordance with the Programme Proposal, this Agreement and the terms of the Grant.

2.2. In case of any inconsistency between the terms and conditions of the aforementioned documents, the order of precedence in case of conflict or for the sake of interpretation shall be as follows:

1. the terms of the Grant;
2. this Agreement
3. the appendices to this Agreement.

3. PROGRAMME PROPOSAL AND RESPONSIBILITIES OF THE PARTNERS

3.1. The purpose and scope of the Programme as well as the cooperation and division of the work of the Programme between the Programme Partners including the precise value and share of each of the Programme Partners in the Programme and the deliverables and time schedule, is outlined in detail in the Programme Proposal.

3.2. General principles

3.2.1. Each Programme Partner undertakes to use reasonable efforts to take part in the efficient implementation of Programme and to cooperate, perform and fulfil, promptly and in time, all of its obligations under this Agreement as may be reasonably required. Furthermore, each Programme Partner agrees to carry out its part of the work as described in the Programme Proposal with professional care and diligence and to produce such deliverables as agreed in the Agreement.

3.2.2. Each Programme Partner undertakes to notify promptly any significant information, fact, problem or delay of which that Programme Partner becomes aware and which is likely to affect the Programme.

3.2.3. Each Programme Partner undertakes to use reasonable efforts to enable the Programme Leader and the Programme Committee to carry out its tasks. Each Programme Partner shall promptly provide all information reasonably required by the Programme Leader or the Programme Committee to carry out its tasks.

3.3. Breach

3.3.1. In the event the Steering Committee or a Programme Partner identifies a breach by a Programme Partner of its obligations under this Agreement, the Steering Committee will give written notice to such Programme Partner requiring that such breach be remedied within a reasonable period.

3.3.2. Upon prior approval of the Steering Committee the Programme Partner may for its own account request a Third Party to remedy the breach, which approval will not unreasonably be withheld or delayed. The Steering Committee may attach specific conditions to the approval.

3.3.3. If a breach is substantial and is not remedied in time or is not capable of remedy, the Steering Committee may decide to declare the Programme Partner a "Defaulting Programme Partner" and to decide on the consequences thereof which may include termination of its participation by written notice to the Defaulting Programme Partner without any legal proceedings. Such consequences will include proposals and actions aimed at minimizing the effects of the breach and repayment of payments received by the Defaulting Programme Partner. Such consequences may not include punitive measures of any kind.

3.3.4. For the avoidance of doubt, each Programme Partner also has the right to claim for specific performance of any obligation of any Defaulting Programme Partner resulting from this Agreement, allowing the Defaulting Programme Partner a reasonable period to remedy the breach and provided that the Programme Partner claiming specific performance was reasonably affected by the breach. In case the breach is not remedied in time, the claiming Programme Partner may cure or have cured the breach for the account of the Defaulting Programme Partner.

4. PROGRAMME MANAGEMENT

4.1. On behalf of NWO, [redacted] will act as the contact person. He will be the first point of contact for the Steering Committee, Programme Committee and the Project Leaders involved. He will act as secretary in both the Programme Committee and the Steering Committee.

4.2. The Programme Committee shall be responsible for monitoring and evaluating the progress of the various aspects within the Research (scientific, knowledge transfer, IP issues, budget and staffing). The Programme Committee shall submit proposals for major substantive and financial changes to the Steering Committee. The Programme Committee shall consist of the Programme Leader, Project Leaders, one representative from each Private Partner, and the secretary.

4.3. The Programme Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Programme Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Programme Committee, the respective decision will be taken by a majority of votes. The secretary shall have an advisory role in the meetings of the Programme Committee and has no voting right. Should the voting lead to a tie of votes (50-50%), then the decision will be made by the Steering Committee following the procedure described in Article 4.5.

4.4. The Programme Committee will meet on a regular basis. Minutes of the meetings of the Programme Committee shall be drafted by the secretary and transmitted to the Partners without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Partners if, within 14 days from receipt, no Programme Partner has objected in writing to the Programme Leader. The Programme Leader will collect progress reports from the Partners as required under this Agreement and the terms of the Grant.

4.5. The Steering Committee is responsible for overall vision and mission of the programme, for making available the committed cash contributions, and for approving adaptations (if any) to the Programme and/or Programme financing. The Programme Committee will make a proposal for any adaptations required to the Steering Committee. The Programme Leader will have a strong advisory role in the Steering Committee, but will have no vote. The Steering Committee shall only meet if one or more of the Partners see(s) reason for it to do so. Meetings may be held in person or by any communication means. In-cash contributing Partners are represented in the Steering Committee by one (L) representative. At the start of the Research, the Steering Committee shall consist of the following members:

[redacted], Shell, member;
[redacted], NWO head Strategic Partnerships, member;
[redacted], Programme Leader, guest (no vote);
[redacted], NWO programme coordinator, secretary (no vote).

4.6. The Steering Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Steering Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Steering Committee, the issue shall be submitted to the higher tier directors of the Partners. If they are unable to resolve the matter to the general satisfaction of the Partners, Article 17 shall apply.

4.7. The Programme Leader reports to NWO.

4.8. The Programme Leader will:

a) be the primary contact for NWO;
b) be responsible for the day-to-day management of the Programme;
c) chair the meetings of the Programme Committee;
d) will arrange for the (financial) administration of the Programme as required under terms of the Grant;
e) be responsible for implementing decisions taken by the Programme Committee or Steering Committee; and
f) monitor the progress of the Programme with respect to milestones and deliverables as described in the Programme Proposal.

4.9. In case the Programme Leader or one of the other Partners in the Project is assigned to receive subsidy payments and to pass payments to the other Partners, the Programme Partner receiving the subsidy payment will forward the payments to the other Partners within twenty one (21) calendar days after receipt of a subsidy payment from the granting authority. Each Programme Partner will provide in writing its bank account information.

4.10. A Party which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision may exercise a veto with respect to the corresponding decision or relevant part of the decision.

5. DURATION

5.1. This Agreement shall be effective as of the Effective Date.

5.2. This Agreement shall remain in full force until the date of termination or the date of conclusion of the Programme ("the Term") through a Grant closure decision, i.e. until the final settlement of the grant by NWO or terminated earlier in accordance with the provisions of Article 17. The provisions relating to definitions & interpretation, IPR and Confidential Information, for the time period mentioned therein, as well as those relating to liability, applicable law and settlement of disputes shall survive the expiration or termination of this Agreement.

6. LIABILITY and WARRANTIES

6.1. Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the Agreement, will be determined in accordance with applicable law.

6.2. No Party shall be liable to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act. For any remaining contractual liability, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project as identified in Appendix A provided such damage was not caused by a wilful act or gross negligence.

7. ADDITION OF NEW PARTNERS

7.1. New Partners may join this Agreement as Programme Partner with the unanimous agreement of all Partners.

7.2. New Partners shall be bound by the terms of this Agreement and such other conditions as the Programme Committee and NWO may specify.

8. SUBCONTRACTING

A Programme Partner that enters into a subcontract or otherwise involves Third Parties in this Programme remains solely responsible for carrying out its relevant part of the Programme and for such Third Party's compliance with the provisions of this Agreement. It has to ensure that any Third Party is bound by the same confidentiality obligations as the Programme Partner and that the involvement of Third Parties does not affect the rights and obligations of the other Partners under this Agreement.

9. WITHDRAWALS

9.1. No Programme Partner may withdraw from the Programme without the prior unanimous consent of the Steering Committee.

9.2. In the event of withdrawal of a Programme Partner (the "Withdrawing Programme Partner"), the Steering Committee will make all reasonable attempts to reallocate the obligations and the remaining funding of the Withdrawing Programme Partner under this Agreement to another Partner or Third Party.

9.3. The Withdrawing Programme Partner shall not be entitled to recover any of its remaining costs incurred in connection with the Programme and shall comply with the following conditions:

9.3.1. rights granted to the other Partners in respect of the Withdrawing Programme Partner's Background and Foreground shall continue subject to the restrictions contained in this Agreement;

9.3.2. to the extent that exploitation of any other Programme Partner's Foreground is dependent on the Withdrawing Programme Partner's Background, then the Withdrawing Programme Partner shall, subject to any existing third party obligations, grant to the other Partners licence to such Background in accordance with this Agreement, unless otherwise agreed between Partners.

9.3.3. the Withdrawing Programme Partner shall grant to the other Partners a non-exclusive, royalty-free licence to use the Withdrawing Programme Partner's Foreground for the

purposes of carrying out the Project. Any exploitation or other use of such Withdrawing Partners Foreground will be dealt with in accordance with the terms of this Agreement;

9.3.4. all rights acquired by the Withdrawing Programme Partner to the Background and Foreground of the other Partners shall cease immediately other than in respect of the Withdrawing Programme Partner's interest in any jointly owned Foreground.

9.3.5. In the event that after the Effective Date any Third Party would acquire, directly or indirectly, the ownership or control over of a Programme Partner, the Steering Committee may decide to terminate this Agreement, with respect to such Programme Partner, the provision of Article 9.3.1 being correspondingly applicable to such Programme Partner. Such decision must be taken within 60 days from the date such change of control has been made public. If the other Partners would not agree unanimously to such termination, any Programme Partner may withdraw from the relevant Project Agreement without any liability to the other Partners within 60 days thereafter. In this case the provisions of Article 17 will apply correspondingly.

9.3.6. When TNO acquires, directly or indirectly, the ownership or control over ECN or in the event that TNO and ECN desire that all rights and obligations of ECN under this Agreement are assigned to TNO, the other Partners herewith agree to such transfer of ownership or control or to such assignment of the rights and obligations of ECN. ECN shall as of then become a Withdrawing Programme Partner automatically.

10. FUNDING, FINANCIAL MANAGEMENT AND FINANCIAL PROVISIONS

10.1. The financial arrangements for the Programme shall be set out in Appendix D and overseen by the Programme Committee.

10.2. Throughout the Term, each Private Partner shall pay to NWO the Financial Contribution set forth in Appendix D to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.

10.3. With respect to the invoicing referred to in Article 10.2, Private Partners will provide NWO with the information and, if applicable, purchase orders, as set forth in Appendix D to this Agreement.

10.4. The Financial Contribution mentioned in Appendix D includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

10.5. NWO shall apply the Financial Contributions to grant the Programme according to the Programme Proposal as set forth in Appendix A.

10.6. In case a Private Partner makes an In-Kind Contribution, as approved by NWO and as set forth in Appendix D, said Private Partner shall account for this In-Kind Contribution as set forth in Appendix E. If a Private Partner fails to account in such a way for (a part of) the In-Kind Contribution Partners will discuss and decide jointly about the consequences and/or solutions of the shortcoming, such as, but not limited to, alternatives to deliver the Contribution or withdrawal of that Private Partner from the Programme.

10.7. NWO will start the payment of the Grant to the Programme only after the Effective Date and after it has received a completed starting form (Startformulier, see granting letter (Appendix B). The Grant can only be used for costs made after the Effective Date. In case additional budget in the form of TKI allowance is applied for, the Grant (including the TKI allowance) can only be used for costs made after the application date for the TKI allowance; in such case, the Programme can thus start

only after this application date instead of the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant (including the TKI allowance) is for the risk and on the expenses of that Knowledge Institute.

10.8. Disbursements on behalf of the Programme budget are only possible until the Programme end date, unless

a) the approved budget includes a financial reservation to be paid after the Programme end date,

or

b) the Grant closure decision by NWO allows – on request of the Project Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision, provided (in both cases) that the commitment concerned has been made before the Programme end date.

10.9. The Programme Leader will prepare and submit to the Programme Committee an up to date financial status report of the Programme on a bi-annual basis.

11. FUNDAMENTALS AND ETHICS

11.1. Business ethics and conflicts of interest

Each Party shall uphold the highest standards of business ethics in the performance of this Agreement and shall require its directors, officers, employees, consultants, agents and contractors to conduct themselves in accordance with principles of integrity, fairness and transparency when performing this Agreement.

11.2. Conflict of interest and corrupt practices

Each Party shall avoid any conflict of interest between its own interests and the interests of the other Partners in dealing with organisations or individuals doing or seeking to do business in connection with this Agreement.

11.3. No Party will, directly or indirectly, receive from or give or offer to give anything of material value to any other Party, its University, employee or other persons, including Officials, in connection with this Agreement, other than specifically stated in the Project Proposal. A Party will promptly notify the other Partners of any violation of this clause.

11.4. Unless explicitly agreed otherwise in writing, none of the Partners is entitled to act or make legally binding declarations on behalf of any of the other Partners. Nothing in this Agreement shall be deemed to constitute a joint venture, agency or any other kind of formal business grouping or entity between the Partners.

11.5. Health, Safety, Environment & Security

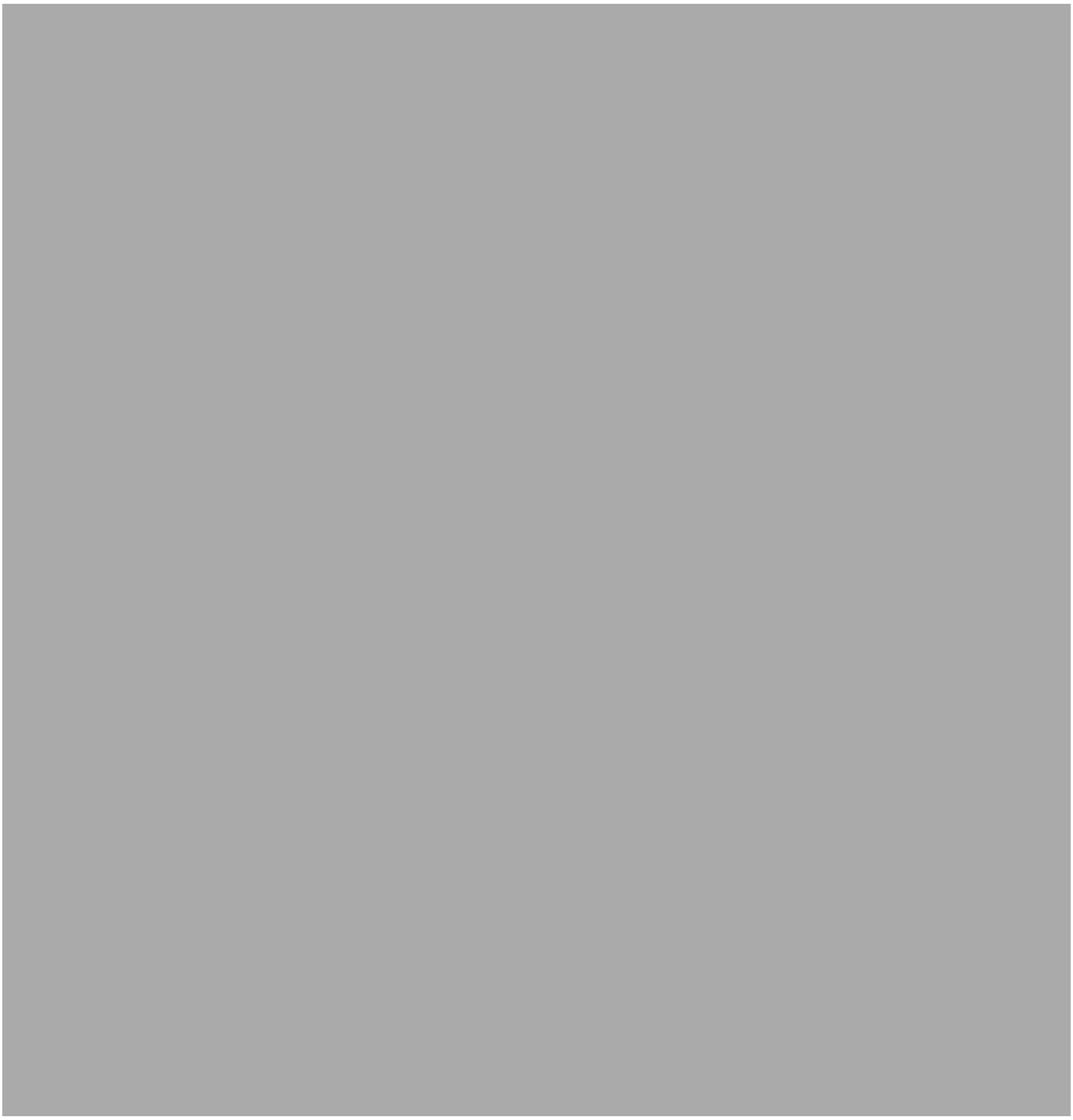
The Partners shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules (Appendix F).

- Whenever Parties' personnel are on a worksite of another Party they shall behave in a manner which is consistent with the rules of that Party. Whenever Parties are on a Shell worksite they shall behave in a manner which is consistent with Shell 's requirements for the management of health, safety, security, and the environment set forth herein as well as

any related rules, procedures or codes of practice in force at the relevant worksite. The Parties shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules.

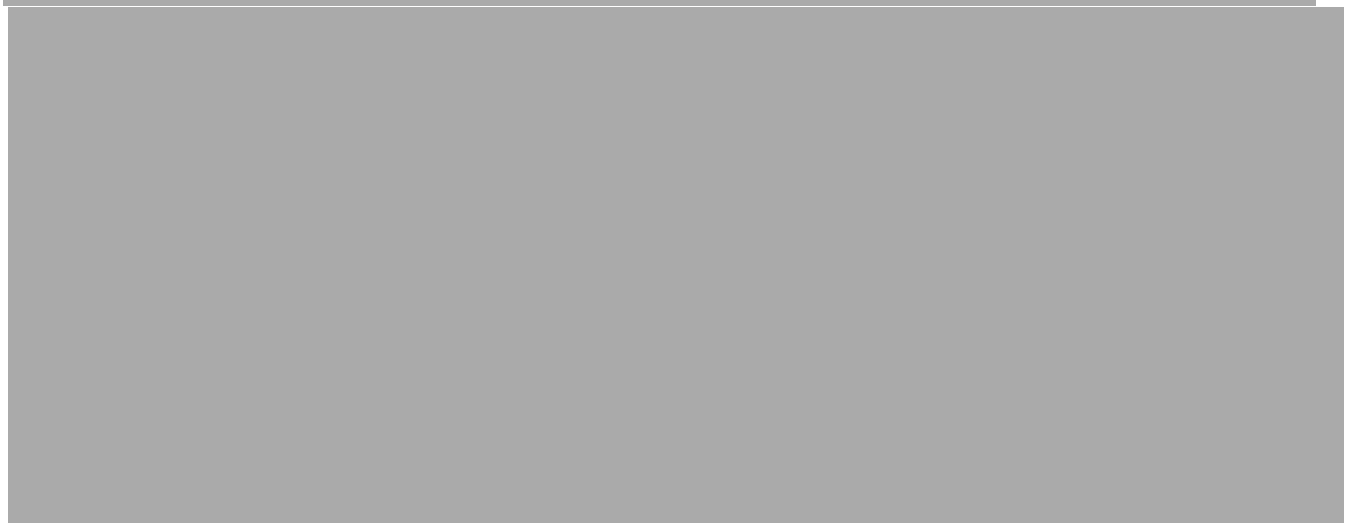
- Each Party confirms having received a copy of Shell's Life Saving Rules (or alternatively, has taken notice of the Life Saving Rules at http://www.shell.com/home/content/environment_society/safety/culture/).
- Each Party is solely responsible for determining the nature and scope of the health, safety, security and environmental risks associated with the work of the Party and its personnel in connection with the Agreement. Each Party assumes all responsibility and liability for such risks. Each Party and its personnel shall perform the scope without interfering with the operations of Shell or Affiliates of Shell or of any other Parties at the worksite.

12. BACKGROUND



13. FOREGROUND





14. USER RIGHTS AND/OR TRANSFER OF OWNERSHIP OF FOREGROUND





15. NON-DISCLOSURE AND DISCLOSURE OF INFORMATION AND DISSEMINATION OF FOREGROUND

One of the main objectives of the Programme is to generate and disseminate new knowledge. Only Public Information may be disclosed to Third Parties without any restriction and Foreground may only be disseminated, if Partners' rights regarding ownership, transfer of ownership and access rights are respected and the classification of such Foreground has been taken into account.

Before disclosing any Confidential Information to any Receiving Party, the Disclosing Party shall inform the Receiving Party's primary point of contact as mentioned in Article 21 of the nature of such information. The Receiving Party, acting in good faith, shall be entitled to refuse to receive such Confidential Information (for example, to avoid contamination of the Receiving Party's and/or its Affiliates' existing know-how) and, to the extent that the Disclosing Party does disclose Confidential Information to the Receiving Party after the Receiving Party has indicated that it does not wish to receive such information, the Receiving Party and its Affiliates shall (in the absence of further written agreement) be entitled to regard such information as non-confidential and be free to use and disclose it entirely as they see fit and for any purpose.

15.1. Non-Disclosure of Confidential Information

For Confidential Information the Receiving Parties hereby undertake for a period expiring five [5] years after the completion of the Project, unless otherwise decided by the Partners involved:

a) to preserve the confidentiality of all Confidential Information;

b) not to use Confidential Information otherwise than for the purpose for which it was disclosed;

c) to use such Confidential Information only for the implementation of the Project unless otherwise agreed with the Disclosing Party;

d) not to disclose Confidential Information to a Third Party without the prior written consent of the Disclosing Party;

e) to ensure that internal distribution of Confidential Information by a Receiving Party shall take place on a strict need-to-know basis; and

f) to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Receiving Party including all copies thereof and to delete all Confidential Information stored in a machine readable form. If needed for the recording of on-going obligations, the Receiving Party may however request to keep a copy for archival purposes only. Further, the Receiving Party is not obliged to return or delete routinely created back-up copies of electronic documents containing Confidential Information until the copies are deleted in the ordinary course of business.

15.2. Notwithstanding Article 15.1 sub d, a Receiving Party shall be allowed to disclose Confidential Information of the Disclosing Party to an Affiliated Entity of the Receiving Party and such Affiliated Entity shall be allowed to use such Confidential Information for the purpose for which it was disclosed provided such Affiliated Entity:

a) needs to know and use such Confidential Information in furtherance of completing work under the Project;

b) has been informed of the confidential nature of the Confidential Information in question; and

c) is bound by obligations no less stringent than those assumed hereunder.

15.3. The Receiving Party shall be responsible for the fulfilment of the above obligations on the part of its employees and shall ensure that its employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of their employment.

15.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Receiving Party can show that:

a) the Confidential Information is or has become publicly available by means other than a breach of the Receiving Party's confidentiality obligations;

b) the Disclosing Party subsequently informs the Receiving Party that the Confidential Information is no longer confidential;

c) the Confidential Information is communicated to the Receiving Party without any obligation of confidence by a Third Party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;

d) the Confidential Information, at any time, was developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party; or

e) the Confidential Information was already known to the Receiving Party prior to disclosure.

15.5. The Receiving Party shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

15.6. After a Party becomes aware of unauthorised disclosure, misappropriation or misuse, that Party shall promptly advise the other Party or Partners in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information.

15.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

a) notify the Disclosing Party; and

b) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

15.8. Dissemination of Public Information

Each Programme Partner shall ensure that Public Information is disseminated as swiftly as possible.

15.9. Each Programme Partner undertakes to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree which includes its Foreground or Background. However, confidentiality and publication articles have to be respected.

16. PUBLICATION

16.1. Before any proposed publication in connection with or relating to the Programme each Programme Partner will ask prior permission of the other Partners in accordance with the following procedure.

16.2. A copy of any publication shall be sent to the other Partners at the earliest time possible. Any of the Partners may object to the publication within 30 days after receipt of a copy of the proposed publication on any of the following grounds: (i) that they consider that the protection of the objecting Programme Partner's Foreground and/or Background would be adversely affected by the proposed publication or (ii) that the proposed publication includes Confidential Information of the objecting Programme Partner.

16.3. The proposed publication shall not take place until the expiry of the above period of 30 days. In the absence of any written objection within the above mentioned period, it is deemed that the Partners agree to the proposed publication. In the event that an objection is raised on any of the above defined grounds within the above period of 30 days, the Programme Partner proposing the publication and the Programme Partner objecting shall seek in good faith to agree a solution on a timely basis whereby such objection is resolved and the scientific quality is maintained.

16.4. The Partners undertake to cooperate to allow the timely submission, examination, publication, defence of any dissertation or thesis for a degree.

16.5. The publication may be postponed for a maximum period of three (3) months, as from the date the request for publication was made, in order for the protection of IPR.

16.6. For the avoidance of doubt, this procedure shall be applicable regardless of the content of the proposed publication.

17. TERMINATION

17.1. In addition to the remedies contained in Article 9 (Withdrawals), in the event that any Programme Partner shall commit any breach of or default in any terms or conditions of this Agreement, the Programme Committee may decide by unanimous vote of the non-defaulting Partners to serve written notice of such breach or default on the Defaulting Programme Partner and in the event that such Programme Partner fails to remedy such default or breach within 30 days after receipt of such written notice any of the Partners may, at their option and in addition to any other remedies which they may have at law or equity, remove the Defaulting Programme Partner and continue with the Project. Any removal of the Defaulting Programme Partner shall be reported to NWO.

17.2. If any Programme Partner (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Programme Partner's winding-up or dissolution; or makes an administration order in relation to that Programme Partner; or if any Programme Partner (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Programme Partner; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally; the remaining members of the Programme Committee shall meet to suspend or terminate that Programme Partner's involvement in the Programme Committee and the Project. Any removal of the Defaulting Programme Partner shall be effective as of the date of the receipt of such notice whereupon the provisions of Article 9.3 shall apply to the defaulting Programme Partner.

17.3. In the event a Programme Partner is declared a Defaulting Programme Partner this Agreement will automatically be terminated towards this Programme Partner by written notice and without any legal proceedings.

17.4. In the event that it is agreed by all the Partners that there are no longer valid reasons for continuing the Programme, the Steering Committee may decide by unanimous vote to terminate the Programme.

18. BUSINESS PRINCIPLES; SUPPLIER PRINCIPLES; CODE OF CONDUCT

18.1. Each Party acknowledges that it has (a) received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at http://www.shell.com/sgbp) and the Shell Supplier Principles (or alternatively taken note of the Shell Supplier Principles at http://www.shell.com/suppliers) (collectively the "Business Principles"); (b) received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at http://www.shell.com/codeofconduct); and (c) been made aware of the Shell Global Helpline at http://www.shell.com/report_concerns/index.html. Each Party agrees that it will adhere to the principles contained in the Business Principles (or where other Parties have adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of Shell in connection with the Agreement and the business resulting therefrom. In the event that Shell or any of its Affiliated Entities supply staff that work on behalf of Shell or represent Shell, each Party commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct. Each Party will notify Shell immediately if it becomes aware of any behaviour by Shell staff, Parties or their Affiliated Entities which is, or may be, inconsistent with the Business Principles, the Shell Code of Conduct or, where the Party has adopted equivalent principles, their equivalent.

18.2. At Shell's request, a Partner will provide information to Shell as required to complete and fully respond to Shell's usual supplier questionnaires and due diligence to confirm compliance by Parties and their Affiliated Entities with Business Principles. As part of Shell's due diligence, Parties will grant Shell or its representative's reasonable access to Parties' facilities and sites which is necessary in order to review a Parties compliance with this Article 18.

19. COMPLIANCE WITH ANTI-BRIBERY LAWS; INTERNAL CONTROLS; TRADE CONTROL LAWS

19.1. Each Party represents and warrants that, in connection with the Agreement or the business resulting therefrom: (a) it is knowledgeable about anti-bribery laws applicable to the performance of the Agreement and will comply with all such laws; (b) neither it nor an Affiliated Entity have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.

19.2. Each Party undertakes to immediately notify other Parties if in connection with the Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage.

19.3. Shell confirms that its appointment of other Parties was expressly made on the basis that anti-bribery laws and the Business Principles would not be violated. Each Party acknowledges that the contents of the Agreement may be disclosed by Shell to Third Parties for the purposes of demonstrating compliance with this Article.

19.4. Each Party and its Affiliated Entities shall maintain adequate internal controls and procedures to assure compliance with anti-bribery laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

19.5. Each Party acknowledges that it is familiar with and will comply with all applicable trade control laws. Without prejudice to the foregoing, other Parties will provide Shell, in writing, with the relevant Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any dual-use or military items (i.e. goods, software, or technology) as well as Harmonized System Codes for any items provided pursuant to this purchase order. Unless otherwise agreed between the Parties, each Party shall be responsible for obtaining all necessary import and export licenses as required by applicable trade control laws for any goods, software, or technology provided by or on behalf of that Party pursuant to this purchase order. Where such licenses or authorizations are obtained, each Party shall provide Shell written notice of all applicable conditions, including but not limited to those restricting the further export, use or release of the goods, software or technology. Each Party, shall indemnify, defend, and hold harmless the other Parties, and Affiliated Entities from and against any and all losses, damages, costs (including legal fees), claims, expenses, fines and penalties incurred or suffered as a result of Party's non-compliance with trade control laws.

20. NON-ASSIGNMENT

This Agreement and any of the rights or obligations hereunder may not be assigned or otherwise transferred or sub-contracted by any Programme Partner other than to their respective Affiliated Entities, in whole or in part, without the express prior written consent of the other Programme Partners. Notwithstanding the former, ECN shall be entitled to assign all its rights and obligations under this Agreement to the Netherlands Organization for Applied Scientific Research TNO.

21. NOTICES

Any notice to be given under this Agreement shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to SHELL

Shell Global Solutions International BV

Address: Grasweg 31, 1031 HW, Amsterdam, NL

Email: [redacted]@shell.com

Attention:

if to the ETERNAL SUN GROUP

Eternal Sun Group

Address Wolga 11 (2491 BK), The Hague, the Netherlands

Email: @eternalsun.com

Attention:

if to the STICHTING ENERGIEONDERZOEK CENTRUM NEDERLAND (ECN)

Stichting Energieonderzoek Centrum Nederland

Address Westerduinweg 3, 1755 LE, Petten

Email: @ecn.nl

Attention:

if to EXASUN

Exasun BV

Address: Laan van Ypenburg 122, 2497 GC, The Hague

Email: xasun.com

Attention:

if to LEVITECH B.V.

Levitech

Address: Versterkerstraat 10, 1322AP Almere, The Netherlands

Email: @levitech.nl

Attention: Ernst Granneman

Email: levitech.nl

Attention:

if to TEMPRESS SYSTEMS B.V.

Tempress Systems B.V.

Address: Radeweg 31, 8171 MD VAASSEN

Email: [redacted]tempress.nl

Attention: [redacted], CTO

if to the TECHNISCHE UNIVERSITEIT DELFT (TUD)

Technische Universiteit Delft

Address: Mekelweg 4, 2628 CD Delft, the Netherlands

Email: [redacted]@tudelft.nl

Attention: [redacted]

if to the UNIVERSITY OF AMSTERDAM:

University of Amsterdam, Institute of Physics

Address: Science Park 904, 1098XH Amsterdam

[redacted]@uva.nl

Attention: [redacted]

Email: [redacted]@uva.nl

Attention: [redacted]

if to AMOLF

Science Park 104, 1098 XG Amsterdam

Email: [redacted]@amolf.[redacted]@amolf.nl

Attention: [redacted]

if to the TECHNISCHE UNIVERSITEIT EINDHOVEN (TU/e)

Technische Universiteit Eindhoven

Address: Groene Loper 5, 5612AE Eindhoven, The Netherlands

Email: [redacted]@tue.nl; [redacted]tue.nl

Attention:

For non-scientific matters:

Email: J @tue.nl

Attention:

if to NWO

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO)

Address: Van Vollenhovenlaan 659, 3527 JP Utrecht, The Netherlands

Email: @nwo.nl

Attention:

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

22. MISCELLANEOUS

22.1. No representation, partnership or agency

The Partners shall not be entitled to act or to make legally binding declarations on behalf of each other, unless explicitly stated in this Agreement. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Partners.

22.2. Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise, the name of any of the Partners or any of their logos or trademarks without their prior written approval.

22.3. Partners shall refrain from any action which might harm (the reputation of) the other Partners.

22.4. Headings

The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

22.5. Waiver of rights

If a Party fails to enforce, or delays in enforcing, an obligation of another Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this

Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

22.6. Entire Agreement

This Agreement and its Appendices constitute the entire agreement between the Partners relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this article does not exclude any liability which a Party may have to another (or any right which a Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

22.7. Applicable law

This Agreement shall be construed in accordance with and governed by the laws of The Netherlands.

22.8. Settlement of disputes

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, may be submitted to start a proceeding under the rules of arbitration of the Netherlands Arbitration Institute. The place of arbitration shall be The Hague if not otherwise agreed by the Partners. The award of the arbitration will be final and binding upon the Partners. However nothing in this Agreement shall limit the Partners' right to seek injunctive relief or to enforce summary proceedings by a competent court of law in the Netherlands.

EXECUTED by the Partners

For and on behalf of [PARTNER NAME] Universiteit van Amsterdam

Name:

Positio

SIGNE

TITUTE OF PHYSICS
Science Park 904
Postbus 94485
090 GL Amsterdam
The Netherlands

Date: 8/5/2017

Appendix A Programme Proposal

Reference: FOM-16.1945

Version: 2.0

Date: 31-1-2017

1. Title of the proposed FOM program Nr. FOM-16.1945

Towards high-efficiency hybrid tandem solar cells

2. Applicants and industrial partner(s)

Applicants:

n (program leader)
Delft University of Technology,

Delft University of Technology,

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

University of Amsterdam

Eindhoven University of Technology

, FOM Institute AMOLF, Amsterdam

Industrial partners:

Shell, Amsterdam

Tempress, Radeweg 31, 8171 MD Vaassen

Levitech BV, Versterkerstraat 10, 1322 AP Almere

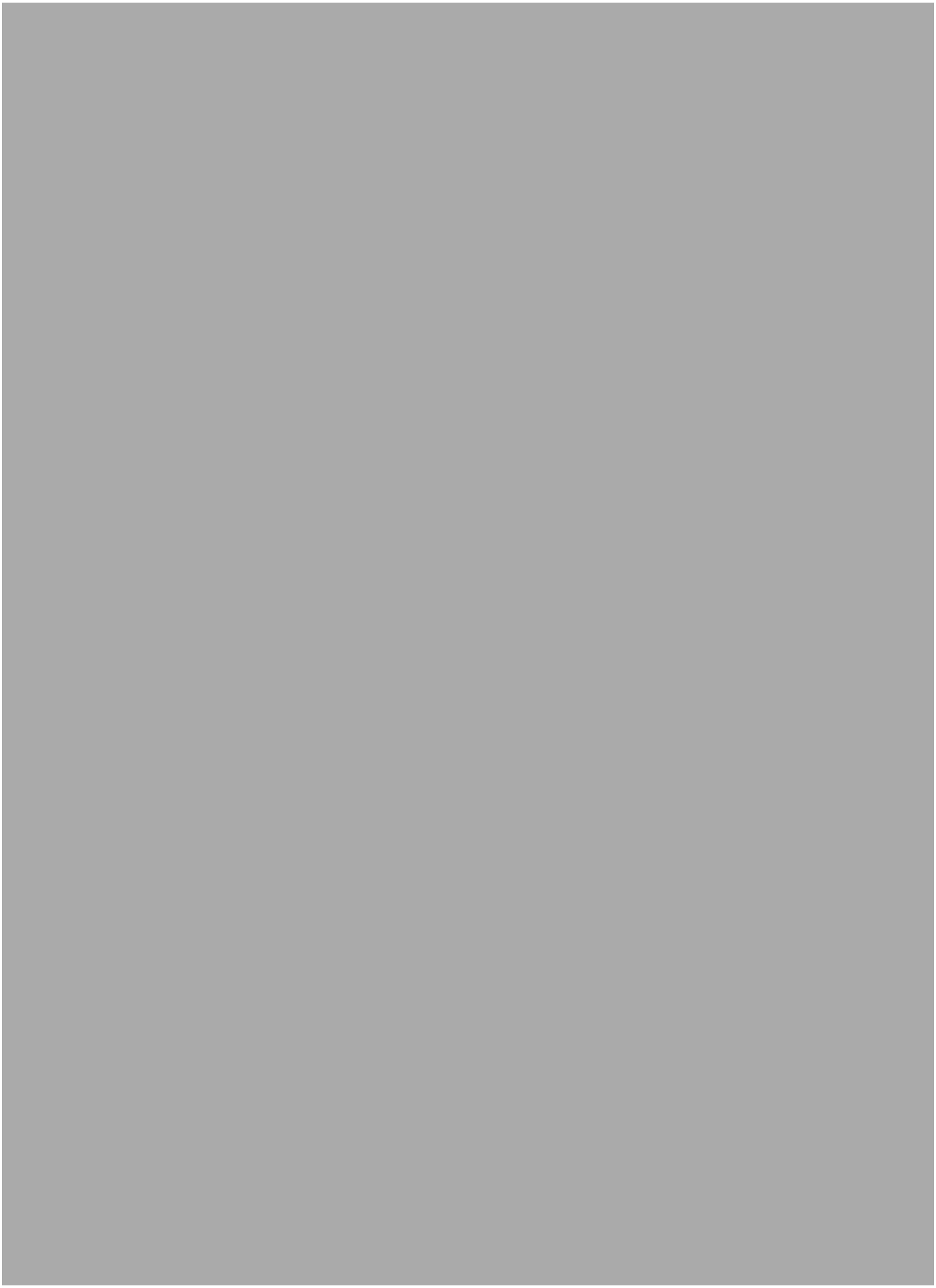
Exasun BV, Laan van Ypenburg 122, 2497GC Den Haag

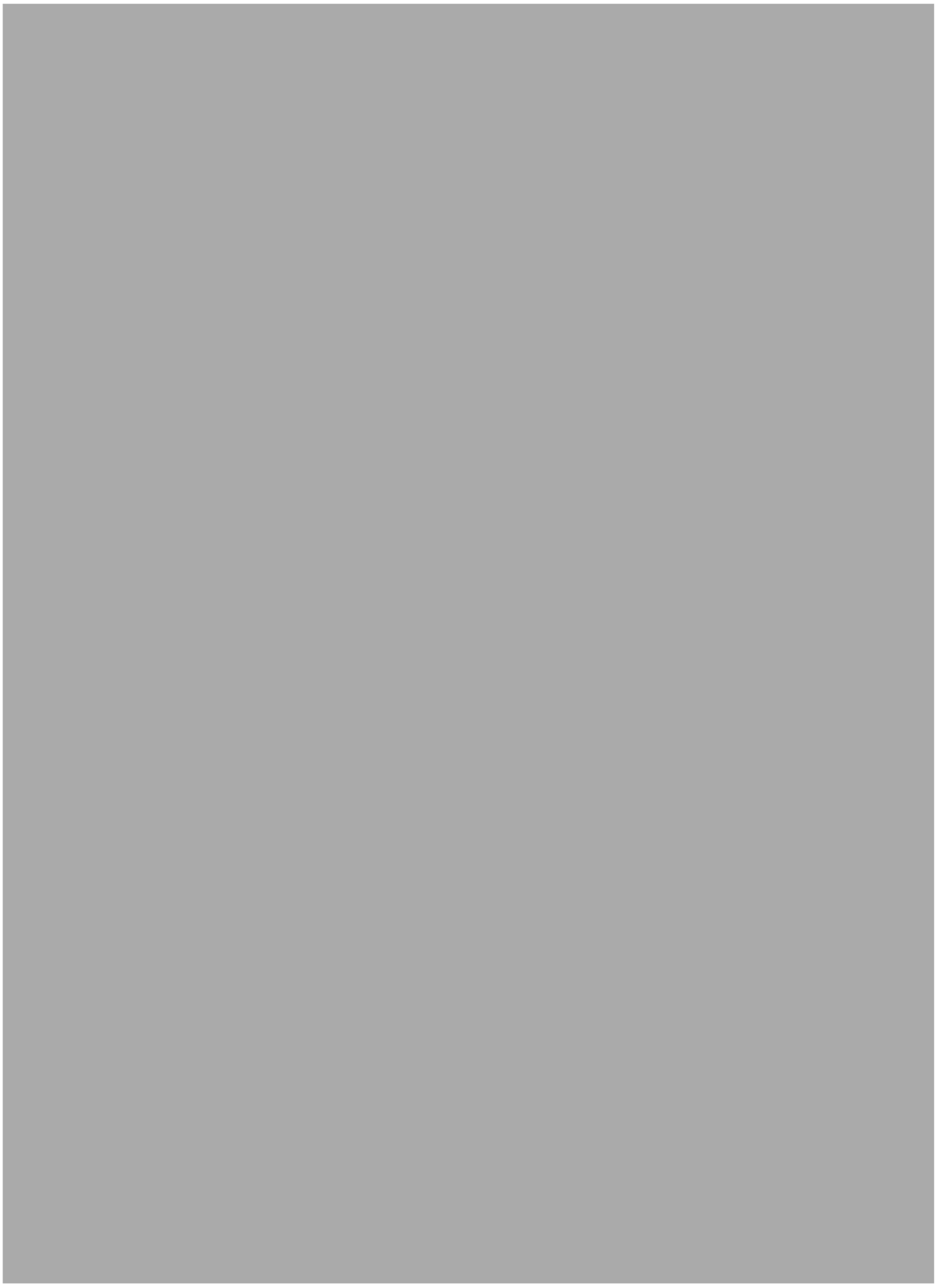
Eternal Sun Group, Wolga 11, 2491 BK Den Haag

ECN:

ECN Petten

ECN Solliance, Eindhoven









ECN

Date 24 november 2016
Your reference
Our reference ECN-SOLAR-2016-035

Contact
T [redacted]
[redacted]ecn.nl

P.O. Box 1, 1755 ZG Petten, the Netherlands

Stichting voor Fundamenteel Onderzoek der Materie
[redacted]
P.O. Box 3021
3502 GA Utrecht

Subject Letter of Commitment for JSP III

Dear [redacted]

On behalf of ECN I am more than happy to inform you that we are willing to support the initiative entitled Joint Solar Programme III ("JSPIII") for which a proposal is submitted by Prof. Dr. Miro Zeman for funding from FOM.

Motivation to participate
Hybrid tandem solar cells and modules and its individual component cells described in the JSPIII program are an integral part of ECN's R&D program and key to increase the efficiency of PV devices and reduce the cost of solar electricity. The focus of the JSPIII program is on fundamental aspects of hybrid tandems and it is therefore complementary to our program which is at higher technology readiness levels (TRLs). Because of this complementarity the program will enhance our cooperation with Dutch academia and strengthen the knowledge position of the Netherlands in this highly competitive field.
Our intended contribution will be:

- Participating in the program committee of JSPIII;
- Supplying cell precursors and carrying out process steps using our industrial process equipment;
- Giving access to our process and characterization facilities for PhD students carrying out their R&D within JSPIII;
- Evaluating and discussing the results with the PhD students and their supervisors.

From our institute Dr. Huib van den Heuvel (director Solliance, the consortium in which ECN performs its Thin-Film PV R&D activities) and Dr. Paul Wyers (director ECN Solar Energy) will represent ECN and participate in the program committee.

Intended contribution
Subject to agreement on the terms and conditions in the cooperation agreement, ECN will commit to a total contribution as described in the application of k€ 50 in kind ([redacted] equipment, [redacted] personnel), and could be higher dependent on the progress made. In case the project proposal is not granted, an agreement on the co-operation agreement could not be reached, or in case the support is significantly lower than anticipated at the moment of signing of this Letter of Commitment, ECN is entitled to reconsider and may end its participation and contribution.

Petten
Postbus 1
1755 ZG Petten

Westerduinweg 3
1755 LE Petten
The Netherlands

T 088 [redacted]
F 088 [redacted]
www.ecn.nl

[redacted]

We are looking forward to a fruitful cooperation.

With kind regards,



Appendix B the Grant

Appendix C Background list

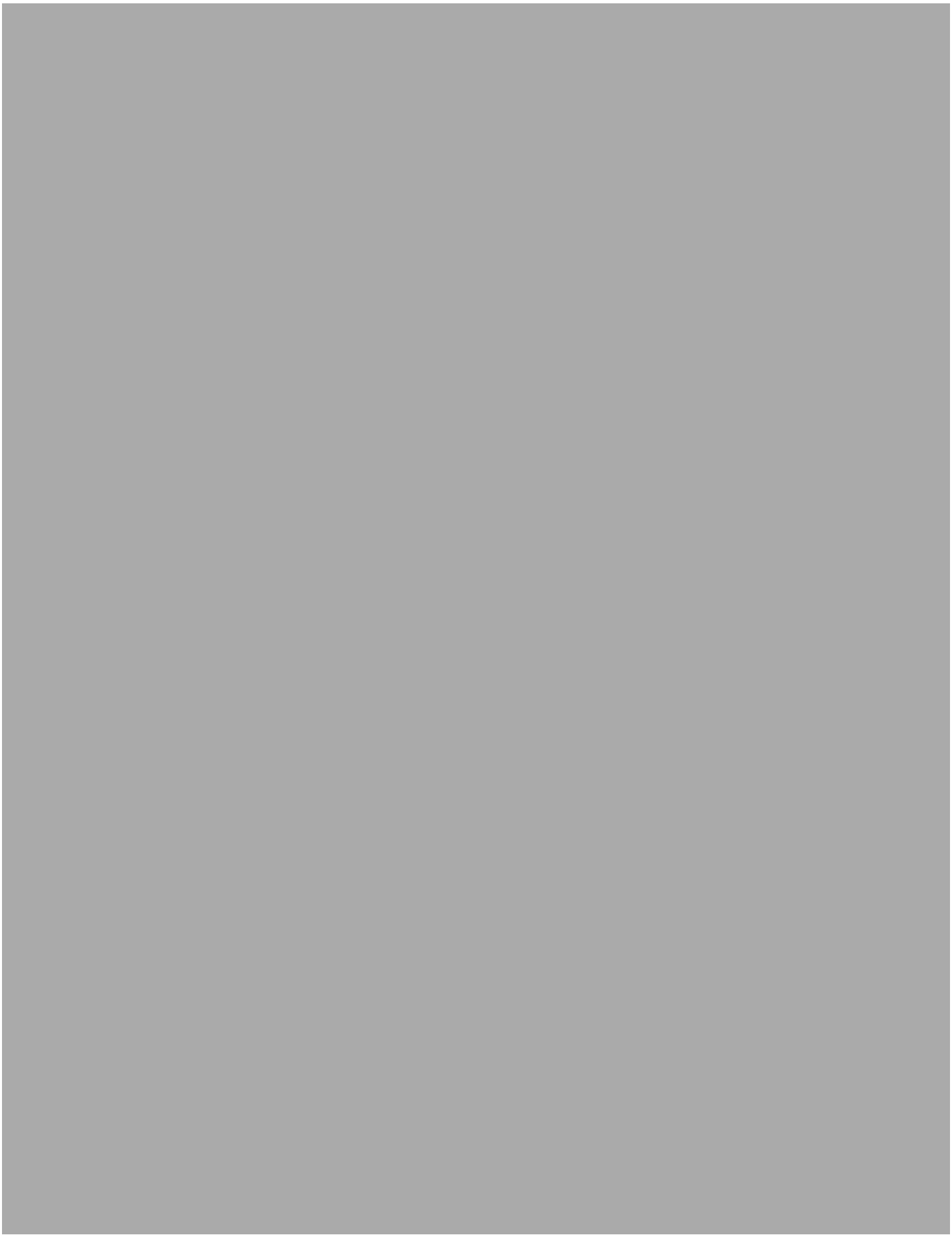
C1. Background included

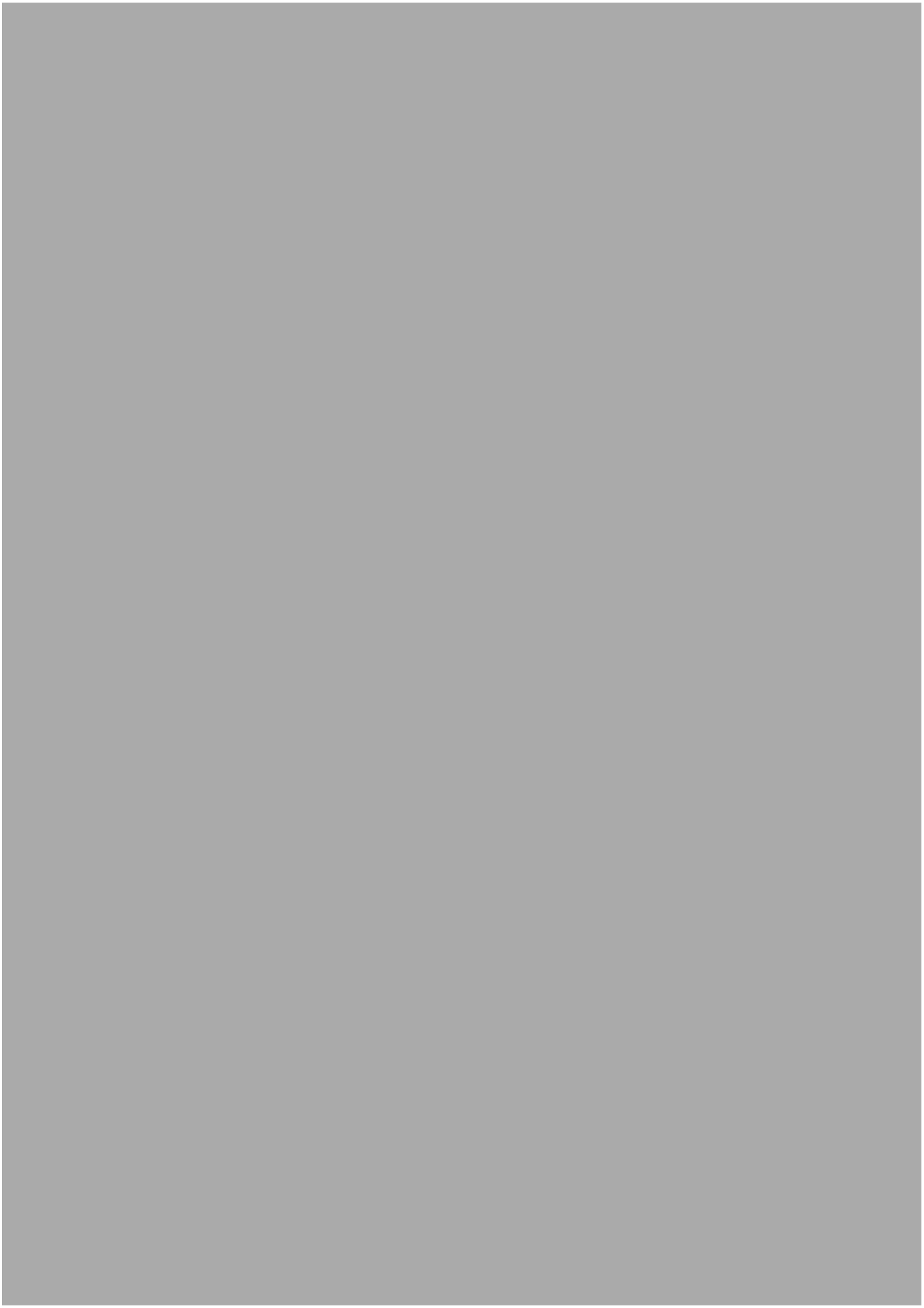
C2. Background excluded

In general:

- Background developed by employees not participating in the Project or Work Packages concerned;
- Background developed by employees participating in the Project but which is outside the scope of the Project;
- Background developed under the terms of any other agreement with other Partners;
- All know-how that is covered under specific research agreements and confidentiality agreements and therefore subject to third party rights
- All know-how related to existing patents and patent applications of the Partners (or any of its affiliates)

Appendix D Financial Arrangements







The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in five (5) equal parts. The first payment shall be remitted within sixty (60) days after the Effective date, as invoiced by NWO to the (respective) Private Partner(s).

The Private Partner(s) receive(s) invoices to remit its/their Financial Contributions that include its/their share in the program management and networking costs on the following dates:

- Effective date (in year 2017)
- 1st October 2018
- 1st October 2019
- 1st October 2020
- 1st October 2021.

Invoicing procedure

NWO will send to the Private Partners digital invoices. To this end, Private Partners will provide to NWO the following information:

- the purchase order
- the item number
- the requirements and procedures for invoicing, including the invoice submission address

Payment term for Shell will be 60 days.

For Private Partners that create (a) purchase order(s) or a vendor/client number, NWO provides the

following information:

The financial contribution is free of VAT

Address:

Netherlands Organisation for Scientific Research

Laan van Nieuw Oost-Indië 300

2593 CE The Hague

P.O. Box 93138

2509 AC The Hague, The Netherlands

www.nwo.nl



Email address to be used:

[redacted]@nwo.nl;

Appendix E Provisions for in-kind contributions

1. Permitted in-kind contributions

The following costs, directly attributable to the research project and incurred by the private party, may be contributed by private parties as in-kind contributions (see also provision 1):

a. Hours worked within the scope of the project:
   - wage costs, it being understood that these are based on an hourly wage, calculated on the basis of the annual wage at full employment according to the column «loon voor de loonbelasting» of the wage statement, plus the surcharges for social contributions payable by law or under individual contract or collective bargaining agreement, and based on 1650 productive hours per year. This amount may be increased with a surcharge for other general costs, subject to a maximum of 50% of the wage costs referred to above. The ensuing hourly rate to be attributed to the project, including said 50% surcharge for general costs, is capped at € 100. Contribution of costs for supervision or for project management is possible in the event of active participation of the intended supervisor or project manager in the research project (cf. under 1b).
b. Costs of material and resources to be used, based on the original purchase prices.
c. Use of equipment and machines
   - Costs associated with the purchase and use of machines and equipment, it being understood that these are based on the depreciation costs to be attributed to the project, calculated on the basis of the original purchase prices and a depreciation period of at least five years; costs of consumables and maintenance during the period of use.
   - Costs of purchase and use of machines and equipment that were not purchased solely for the project will only be considered project contributions pro rata based on the foregoing if there is a time log for each machine or for the equipment that conclusively establishes the operating hours.
   - In-kind contributions in the form of a discount on the regular purchase price in economic transactions (list price) of machines and equipment. The discount must be at least 25% of the list price. The costs charged to the project's equipment budget will then amount to the list price less said discount.

2. Accounting of in-kind contributions

Private parties must render account of their in-kind contributions to NWO by means of a statement of the contributed costs, to be provided to NWO within three months after the end of the research project to which the in-kind contribution was made. The application for approval of the in-kind contribution must be submitted simultaneously with the application for approval of the subsidy amount by the university partner(s), accompanied by a collective final report. If the in-kind contribution for which account must be rendered exceeds € 125,000, an auditor's report must be submitted; in other cases, a written statement by the holder or a power of attorney stating that the contributed in-kind efforts can actually be attributed to the project will suffice.

If the private party that committed itself to a research project with an in-kind contribution ultimately fails to make such in-kind contribution in full or in part, Article 10.6 applies.

Appendix F Shell Life Saving Rules

The safety of all those working for Shell is of great concern to us. Not following a safety rule is a significant contributory factor to past safety incidents involving Shell contractors. Most people consistently follow the safety rules but there is room for improvement.

As a potential supplier to Shell you and your people need to understand the Life-Saving Rules (high level details are below) and to ensure full compliance with them.

These Rules are not new but they ensure extra focus on 12 high-risk activities at work where we know that failure to comply has the highest potential for serious injury or death.

Complying with the Life-Saving Rules is vital for all Shell employees, and the employees of contractors and sub-contractors working for any Shell company.

Failure to comply will have serious consequences. Our approach will be that if someone chooses to break a Life-Saving Rule, they choose not to work for Shell. We will also apply this approach to supervisors who create or tolerate conditions for the breaking of the Rules.

The Life-Saving Rules will help protect everyone from harm and I look forward to your support in making our working environment a safer place.

7. Shell's 12 Life-Saving Rules

1: Work with a valid work permit where required





2: Conduct gas tests when required

3: Verify isolation before work begins and use the specified life protecting equipment





4: Obtain authorisation before entering a confined space

5: Obtain authorisation before overriding or disabling safety critical equipment





6: Protect yourself against a fall when working at height

7: Do not walk under a suspended load





8: Do not smoke outside designated smoking areas

9: No alcohol or drugs while working or driving





10. While driving, do not use your phone and do not exceed speed limits

11. Wear your seat belt





12: Follow prescribed Journey

BIJLAGE 12: WAGENINGEN

Project Agreement

PARTIES:

(1) **Stichting voor de Technische Wetenschappen (Technology Foundation STW)**, having its principal office in Utrecht, at Van Vollenhovenlaan 661 (3527 JP), the Netherlands, hereinafter referred to as "**STW**", legally represented by its Director. [redacted];

(2) **Wageningen Universiteit**, Department Agrotechnology and Foodsciences, having its principal office in Wageningen at Stippeneng 2 (6708 WE), the Netherlands, hereinafter referred to as "**WUR**", legally represented by its Managing Director, [redacted];

(3) **University of Amsterdam**, Institute of Biodiversity and Ecosystem Dynamics, having its principal office in Amsterdam at Science Park 904 (1098 XH), the Netherlands, hereinafter referred to as "**UVA**", legally represented by its Director, [redacted];

(4) **Shell Global Solutions International B.V.**, a company existing and organized under the laws of the Netherlands, with registered office at Kessler Park 1, 2288 GS, Rijswijk, the Netherlands, hereinafter to be referred to as "**Shell**", in this matter duly represented by its Vice President Exploration Technology, [redacted]

Together referred to as "**Parties**" and individually as "**Party**";

WUR and UVA will be referred to as "Academic Project Partners" together or as "Academic Project Partner" individually. Shell will be referred to as "Company";

WHEREAS:

- STW enables new technology by funding applied scientific research and promoting technology transfer;
- STW Programs, aim to answer innovation issues by developing new technologies through a multidisciplinary approach, by collaboration amongst public and private parties by organizing specific programs with a focus on valorisation and entrepreneurship;
- the Academic Partners are participating in the STW Programme entitled "*WATERNEXUS – salt-containing water as a new driver for economy in delta areas*" (hereinafter: "Waternexus"), more specifically they carry out a Project entitled: "Integral Blue Prints" as described in the Programme Description with STW reference number 14302;
- Waternexus, takes place with financial support from STW and all research results, in any case all foreground IP, generated within the respective projects of Waternexus, including intellectual property rights thereto are jointly owned by STW and the respective Academic Partners;
- Company and other involved industrial partners have committed to support the Research financially with an in-cash and/or an in-kind contribution which forms an integral part of Waternexus;
- The Parties wish to lay down in writing the terms and conditions for the execution of the Project.

AGREE AS FOLLOWS:

Article 1
Definitions

Agreement	means this agreement, including its Annexes.
Affiliate	shall mean (i) Royal Dutch Shell plc ("RDS") and any company or other legal entity other than Shell, which, at the time in question, is directly or indirectly controlled by RDS; and (ii) any company or other legal entity which, at the time in question, is being managed or operated by Shell Global Solutions International B.V., or a company as defined in (i) above; or to which Shell Global Solutions International B.V., or a company defined in (i) above, is providing services under a construction, operating or technical services agreement on a cost sharing basis. For the purpose of this definition, a particular company is (i) directly controlled by another company if that latter company legally owns fifty per cent or more of the voting rights attached to the issued share capital, or voting interest, of the first mentioned company; and (ii) is indirectly controlled by another company if a series of companies can be specified, beginning with that latter company and ending with the first mentioned company, so related that each company of the series (except the latter company) is directly controlled by one or more of the companies earlier in the series.
Background	means all IPR, information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) that is not generated or conceived within this Research provided by a party to the other party within the Research, with the exception of the Results. For the avoidance of doubt, Shell does not contribute Background.
Confidential Information	means any information including Background and Research Results disclosed by a Party for the purpose of executing the Research or any information identified as confidential before or at the time of disclosure.
IPR	means intellectual property rights, including but not limited to patents, copyright, database rights, designs, drawings, plant variety rights, trademarks, semi-conductor rights, and any applications for such rights.
Official	(a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
Project	The research project under the Programme entitled: "Integral Blue Prints".

Project Leader	means an employee of the Academic Project Partner with ultimate responsibility for the content and realization of the Project.
Results	means the results generated within the Research, including, but not limited to, IPR, materials, prototypes, techniques, know-how, data, and other information.
User Committee	means the user committee installed to each individual Project within Waternexus which shall consist of one representative of all involved parties within the Project. This User Committee shall convene at least twice a year to discuss the Results and general progression of the Project.

Article 2
Programme conduct of Waternexus

(1) The Academic Project Partners shall conduct the Project in accordance with the Project Proposal (Annex 1), and the applicable "STW General Conditions" as attached in Annex 2, to the best of their knowledge and ability and taking into account the criteria and standards applicable to scientific and/or technological research.

(2) For the performance of the Project, the Academic Project Partners shall select and appoint personnel with appropriate qualifications. [redacted] (WUR) shall be appointed as Project Leader. The Academic Project Partners shall ensure that the Project Leader and the other appointed personnel comply with the obligations imposed on the Academic Project Partners and its employees in this Agreement.

(3) In the execution of the Project, the Academic Project Partners will comply with all applicable legislation and will behave in an ethically acceptable manner as may be expected in scientific and/or technological research. The Academic Project Partners shall inform STW and the Company immediately if new information emerges which is relevant to (the conduct of) the Project or the utilization of the Results.

(4) A User Committee will be formed. The Project Leader chairs the User Committee and a representative of STW shall act as its secretary. The User Committee shall meet at least twice a year. During such meeting, the Project User shall discuss the progress of the Project, on the basis of the written progress report, prepared by the Project Leader. The progress report shall be sent at least two (2) weeks before the Project Committee meeting and shall contain amongst others a description of the Results obtained so far. The Project Leader shall use the format, as can be found on the website of STW.

(5) The Project Leader submits a continuation application to STW from 18 up to 24 months after the starting date. In the continuation application the Project Leader describes the progress, work plan/milestone planning, anticipated results, (additional) input from users, options for protecting results, options for commercialising the results and the necessity of the remaining funding in order to carry out the project plan. STW may impose further conditions regarding the content of the continuation application.

STW submits the continuation application to the users in the User Committee. STW asks the users to give a reasoned opinion (in writing or during the User Committee meeting) on the continuation of the project. On the basis of the continuation application and the opinion of the

Users Committee, and after advice of the Program Committee, STW takes a final decision on the continuation of the project.

Article 3

Funding and Payment

(1) The Academic Project Partner is according to the Project Plan entitled to compensation of expenses, incurred by the Academic Project Partner in the execution of the Project. For the performance of the Project, STW has budgeted an amount of € 655.029. The conditions on the basis of which the Academic Project Partner can claim its expenses, are described in the General Conditions, attached as Annex 2 to this Agreement.

(2) Company shall make a total in cash contribution to the Project with the amount of €250.000.

Article 4

Rights to the results



[redacted]

Article 5
Confidentiality and publication

(1) STW and the Academic Partners will ensure that Company will not receive any Confidential Information.

(2) STW and Academic Partners are entitled and encouraged to publish the Results generated within a Waternexus Project. However, all Publications done within the context of the Project programme are subjected to a publication release structure:

a) Before a Publication can be released, STW and the respective Academic Partners shall submit a draft of the Publication thirty (30) days before the publication thereof to the User Committee assigned to Project which generated the Publication.

b) Within one (1) month of receiving the draft Publication the User Committee members may indicate that they have substantial objections against the Publication or they are interested in patenting certain Results disclosed in the Publication.

c) In case of an objection as mentioned above under b), the Academic Partners shall, in mutual consent adapt the Publication in such a way that the objections are removed.

d) In case a User Committee member is interested in patenting certain Results as mentioned under b), STW and the relevant Academic Partner will delay publication for a further maximum period of up three (3) months from the date of receipt of the draft of the Publication.

Article 6
Liability and Warranty

(1) Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the Agreement, will be determined in accordance with applicable law.

(2) Neither party will be liable to the other for that other party's own consequential loss, or any punitive or exemplary damages that might be awarded in that party's favour, regardless of negligence or other fault.

(3) Neither party excludes or limits its liabilities to the extent they may not be excluded under applicable law.

Article 7
Miscellaneous

(1) *Business ethics and conflicts of interest*
Each Party shall uphold the highest standards of business ethics in the performance of this Agreement and shall require its directors, officers, employees, consultants, agents and contractors to conduct themselves in accordance with principles of integrity, fairness and transparency when performing this Agreement.

(2) *Conflict of interest and corrupt practices*
Each Party shall avoid any conflict of interest between its own interests and the interests of the other Parties in dealing with organisations or individuals doing or seeking to do business in connection with this Agreement.

(3) No Party will, directly or indirectly, receive from or give or offer to give anything of material value to any other Party, its University, employee or other persons, including Officials, in connection with this Agreement, other than specifically stated in the Project Proposal. A Party will promptly notify the other Parties of any violation of this clause.

(4) Unless explicitly agreed otherwise in writing, none of the Parties is entitled to act or make legally binding declarations on behalf of any of the other Parties. Nothing in this Agreement shall be deemed to constitute a joint venture, agency or any other kind of formal business grouping or entity between the Parties.

(5) *Health, Safety, Environment & Security*
The Parties shall, in the performance of their obligations under the Agreement, place primary importance on health, safety, environment and security issues.

Article 8
Term and Termination

(1) This Agreement shall come into force on the date of signing this Agreement and will end 3 months after Project formally ends.

(2) Parties are entitled to terminate this Agreement in the event that another Party violates any of the covenants or obligations contained in this Agreement and such violation continues unremedied for a period of thirty (30) days after written notice thereof to send to de violating Party by the other Parties.

(3) Each Party has the right to terminate this Agreement prematurely by registered mail towards the Party that becomes insolvent or if an order is made or a resolution is passed for the winding up of that Party or if that Party is granted suspension of payment.

Article 9

Applicable law, disputes and compliance with law

(1) This Agreement shall be governed by the Laws of the Netherlands.

(2) Any dispute arising from this agreement shall be determined by the competent court at Utrecht, the Netherlands.

(3) Subject to any directions of the Programme Committee, each Party shall comply in the performance of this Agreement and shall require its contractors and subcontractors, if any, to comply with all applicable laws and regulations of all government authorities including any restrictions dealing with the exportation of technical data and the direct products thereof but excluding any laws or regulations or Programme Committee directions for which compliance may cause or result in non-compliance with another, conflicting law or regulation.

(4) Without limiting the generality of article 9.3 and in recognition of the principles of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, no Party will, directly or indirectly, in connection with this Agreement, offer, pay, promise to pay, or authorise the giving of money or anything of value to an Official, or to any other person while knowing or being aware of a probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly to an Official, for the purpose of influencing the act, decision or omission of such Official to obtain or retain business related to this Agreement, to direct business related to this Agreement to any person, or to obtain any improper advantage or benefit.

(5) No Party is authorised to take any action on behalf of another Party that would result in an inadequate or inaccurate recording and reporting of work or other matters associated with this Agreement. If any information comes to the attention of any Party which indicates any departure from conduct consistent with the standards set forth in this article, such Party shall immediately notify the other Parties.

(6) A Party may request the Programme Committee to appoint a third party to inspect, upon reasonable notice, the books and records of each other Party that is performing services for any Project or is engaging with any Officials concerning the performance of a Project to ensure compliance with the provisions of Clauses 9.4 and 9.5.

Article 10

Annexes

(1) This Agreement contains 2 Annexes which form an integral part of this Agreement:
- Annex 1: Project Proposal 'Integral Blue Prints'
- Annex 2: STW General Conditions

In case of conflict between the provisions in the Agreement and those of Annexes, the provisions of the Agreement will prevail.

(2) Any amendments or additions made to the Agreement shall only be valid and binding between the Parties if made in writing and executed by all Parties.

SIGNATURES ON NEXT PAGES

DRAWN UP IN FOURFOLD AND SIGNED:

University of Amsterdam
Amsterdam, ...

[redacted]

.....
dhr. prof. dr. P.C. de Ruiter,
Director IBED

Finale versie 07122017

Netherlands Organisation for Scientific Research

CONSORTIUM AGREEMENT

IN THE FRAMEWORK OF THE NWO INDUSTRIAL PARTNERSHIP PROGRAMME "CONTROLLING MULTIPHASE FLOW" (NWO FILE NO. 680-91-012)

AN AGREEMENT made between

Stichting ISPT, having its office at Groen van Prinstererlaan 37, 3818 JN Amersfoort, the Netherlands, participating in this Programme on behalf of Shell Global Solutions International B.V., Unilever Research B.V. and Evodos B.V., hereinafter referred to as "ISPT";

(hereinafter referred to as the "Private Partner")

and

Wageningen University, department Agrotechnology and Food Sciences, having its office at Stippeneng 2, NL-6708 WE Wageningen, the Netherlands, hereafter referred to as "WUR";

University of Amsterdam, Institute of Physics,
having its office at Science Park 904, 1098 XH Amsterdam, the Netherlands, hereinafter referred to as "UvA";

Delft University of Technology, Department of Chemical Engineering,
having its office at Building 58, Van der Maasweg 9, 2629 HZ Delft, the Netherlands, hereinafter referred to as "TUD";

(together hereinafter referred to as the "Knowledge Institutes")

(together with the Private Partner referred to as "Programme Partners")

and

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO), DOMAIN SCIENCE, having its office at Laan van Nieuw Oost-Indië 300, 2593 CE, The Hague, the Netherlands, hereinafter referred to as "NWO";

(together with the Programme Partners hereinafter referred to as "the Parties")

RECITALS

1. Knowledge Institutes have submitted to NWO Domain Science (“ENW”) a Programme Description for an industrial partnership programme (“IPP”) entitled “Controlling Multiphase Flow”.
2. The Board of ENW has awarded a Grant to the Knowledge Institutes based on the Programme Description. The Programme Description is attached to this Agreement as **Appendix 1** and the Grant is attached as **Appendix 2**. The Grant is subject to the “NWO Subsidieregeling 2017” (**Appendix 3**).
3. Article 4:33, sub a, of the “Algemene wet bestuursrecht” states that the receiver of a grant may be obliged by the grant decision to cooperate with the conclusion of an additional agreement as meant in Article 4:36 of the “Algemene wet bestuursrecht” to arrange for essential issues on the execution of the Programme for which the grant is received.
4. Therefore, the Knowledge Institutes shall receive the Grant monies only after the signing of an agreement between the Private Partner, the Knowledge Institutes and NWO, in which they agree, amongst other things, on ownership of results and IP transfer.
5. The Parties wish to cooperate under the terms and conditions of this Programme Agreement and agree that these terms and conditions are very particular for the cooperation with ISPT and shall not be taken as a precedent.
6. ISPT aims at disseminating the knowledge generated in the Programme within the ISPT community.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Article 1 – Definitions

The following expressions shall have the meanings specified.

1.1 "Affiliate"

in relation to a Private Partner shall mean any other company which is controlled by, under common control with or controlling such Private Partner. For these purposes a company shall be deemed to have control of another company if it (directly or indirectly) owns 50% or more of the voting shares of that other company, or is entitled to (directly or indirectly) appoint a majority of the directors of the other company.

1.2 "Agreement"

This consortium agreement, including its appendices, concluded between the Parties, the signing of which is a prerequisite to start the Programme.

1.3 "Authorised Representative"

Authorised Representative means a director, officer, employee or consultant of the Receiving Party and/or an Affiliate thereof who has a "need to know" the Disclosing Party's Confidential Information with respect to achieving the goals of the Programme.

1.4 "Background Information"

In relation to a Programme Partner means any and all information and materials which are not publicly available when disclosed under this Agreement, as well as intellectual property rights pertaining to such information and materials that are

a) developed or obtained by the Programme Partner prior to the commencement of the Programme, or
b) developed or obtained by the Programme Partner subsequent to the commencement of the Programme, but independently of the Programme, or
c) acquired by the Programme Partner from a third party subsequent to the commencement of the Programme, in each case only when offered by the Programme Partner as potentially suitable for use by the Parties in pursuit of the Programme, but only in pursuit of the Programme.

1.5 "Board of NWO Domain Science"
Board of the Domain Science of the Netherlands Organisation for Scientific Research, or its lawful successor.

1.6 "Commercial Use"

Direct and/or indirect use of the Results aimed at generating income, such as (but not limited to) by the sale of products or services incorporating the Results, use of the Results in production of products or application of Results to achieve cost reductions.

1.7 "Confidential Information"
Confidential Information shall have the meaning as described in Article 7.1.

1.8 "Disclosing Party"
Disclosing Party shall have the meaning ascribed to it in Article 7.1

1.9 “Effective Date”

The signing date by NWO, being the last Party to sign the Agreement.

1.10 “Financial Contribution”

Monetary (In-Cash) contribution by the Private Partner to NWO as set forth in **Appendix 4** to this Agreement, in order to co-fund the Programme.

1.11 “FRAND”

Fair, reasonable and non-discriminatory terms.

1.12 “Grant”

Grant to the Programme including the Financial Contribution, as approved by the Board of NWO Chemical Sciences, set forth in **Appendix 2** to this Agreement.

1.13 “Programme”

The research to be executed by the Knowledge Institute(s) and the Private Partner as described in the Programme Description and as approved by the Board of NWO Domain Science.

1.14 “Programme Budget”

The entire budget consisting of Financial Contributions as provided in **Appendix 4**.

1.15 ”Programme Committee”

The committee consisting of representatives of the Programme Partners which supervises the execution of the Programme, as further detailed in Article 4;

1.16 ”Programme Description”

Description of the research to be executed in the Programme as set forth in **Appendix 1** to this Agreement.

1.17 “Programme End Date”
The ultimate date on which Programme activities can be executed.

1.18 "Programme Leader"

The leader of the Research as described in the Programme Description;

1.19 “Programme Partners” or “Programme Partner”

The Private Partners and the Knowledge Institute(s) jointly or each of these individually.

1.20 “Receiving Party”

Receiving Party shall have the meaning ascribed to it in Article 7.1

1.21 “Results”

All results, including but not limited to data, information, materials, conclusions and findings generated by the Programme Partners in carrying out activities under the Programme pursuant to this Agreement.

1.22 "Steering Committee"

Final decision-making body of the Programme, as further detailed in Article 4.

Article 2 – Cooperation under this Agreement

2.1 The Parties' cooperation under the Programme shall be subject to the terms and conditions of this Agreement unless explicitly otherwise provided or unless application of the provisions of this Agreement contravene with the European rules concerning state aid, or the "NWO Subsidieregeling 2017" (**Appendix 3** to this Agreement), in which case the latter two regulations shall prevail over this Agreement.

2.2 Each Party undertakes to take part in de efficient implementation of the Programme and to cooperate, perform and fulfil, promptly and on time all of its obligations as described in this Agreement as may be reasonably required from it and in a manner of good faith.

Article 3 – Funding

3.1 Throughout the Term, the Private Partner shall pay to NWO the Financial Contribution set forth in **Appendix 4** to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.

3.2 With respect to the invoicing referred to in Article 3.1, Private Partner(s) will provide NWO with the information and, if applicable, purchase orders, as set forth in **Appendix 4** to this Agreement.

3.3 The Financial Contribution mentioned in **Appendix 4** includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

3.4 NWO shall apply the Financial Contributions to grant the Programme according to the Programme Description as set forth in **Appendix 1**.

3.5 NWO will start the payment of the Grant to the Programme only after the Effective Date and after it has received a completed starting form (Startformulier, see granting letter (**Appendix 2**)). The Grant can only be used for costs made after the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant is for the risk and on the expenses of that Knowledge Institute.

3.6 Disbursements on behalf of the Programme Budget are only possible until the Programme End Date, unless

a) the approved budget includes a financial reservation to be paid after the Programme End Date,
or
b) the Grant closure decision by NWO allows – on request of the Programme Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision,

provided (in both cases) that the commitment concerned has been made before the Programme End Date.

Article 4 – Programme Organisation, Management and Progress Monitoring

4.1 The Parties shall set up a governance structure as described in the Programme Description, including a Programme Committee and a Steering Committee.

4. 2 The Programme Committee shall be responsible for monitoring and evaluating the progress of the various aspects within the Research (scientific, knowledge transfer, IP issues, budget and staffing). The Programme Committee shall submit proposals for major substantive and financial changes to the Steering Committee. The Programme

Committee shall consist of the Programme Leader , WUR), one representative of UvA and TUD one representative from Unilever Shell Evodos and the secretary (NWO). In addition, a representative of ISPT shall be included in the Programme Committee as a guest member without voting rights.

4.3. The Programme Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Programme Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Programme Committee, the respective decision will be taken by a majority of votes. The secretary shall have an advisory role in the meetings of the Programme Committee and has no voting right. Should the voting lead to a tie of votes (50-50%), then the decision will be made by the Steering Committee following the procedure described in Article 4.6.

4.4. The Programme Committee will meet on a regular basis. Minutes of the meetings of the Programme Committee shall be drafted by the secretary and transmitted to the Programme Partners without delay and in any event within 14 days after the meeting. The minutes shall be considered as accepted by the Programme Partners if, within 14 days from receipt, no Programme Partner has objected in writing to the Programme Leader.

4.5. The Steering Committee is responsible for making available the committed cash contributions, and for approving substantive and financial adaptations (if any) to the Programme and/or Programme financing. The Programme Committee will make a proposal for any adaptations required to the Steering Committee. The Steering Committee shall only meet if one or more of the members of the Programme Committee see(s) reason for it to do so. Meetings may be held in person or by any communication means. In-cash contributing Private Partners, NWO and the Programme Leader are represented in the Steering Committee by one representative. At the start of the Programme, the Steering Committee shall consist of the following members:

(NWO, ENW),

(director ISPT),

, (Programme Leader WUR) (guest member, no vote),

(Vice President Discover at Unilever Research Vlaardingen),

(Shell),

(CEO Evodos).

NWO will also provide a secretary (no vote) to the Steering Committee.

4.6. The Steering Committee shall take all decisions by means of consensus among the members. If consensus cannot be reached, a decision on the matter at hand will be postponed until the next meeting of the Steering Committee. If, despite best efforts of the members, a decision by means of consensus is still not feasible during the next meeting of the Steering Committee, the issue shall be submitted to the higher tier directors of the Programme Partners.

4.7. The Programme Leader will:

a) be the primary contact for NWO;

b) be responsible for the day-to-day management of the Programme;

c) chair the meetings of the Programme Committee;

d) will arrange for the (financial) administration of the Programme as required under terms of the Grant;

e) be responsible for implementing decisions taken by the Programme Committee or Steering Committee; and

f) monitor the progress of the Programme with respect to milestones and deliverables as described in the Programme Proposal.

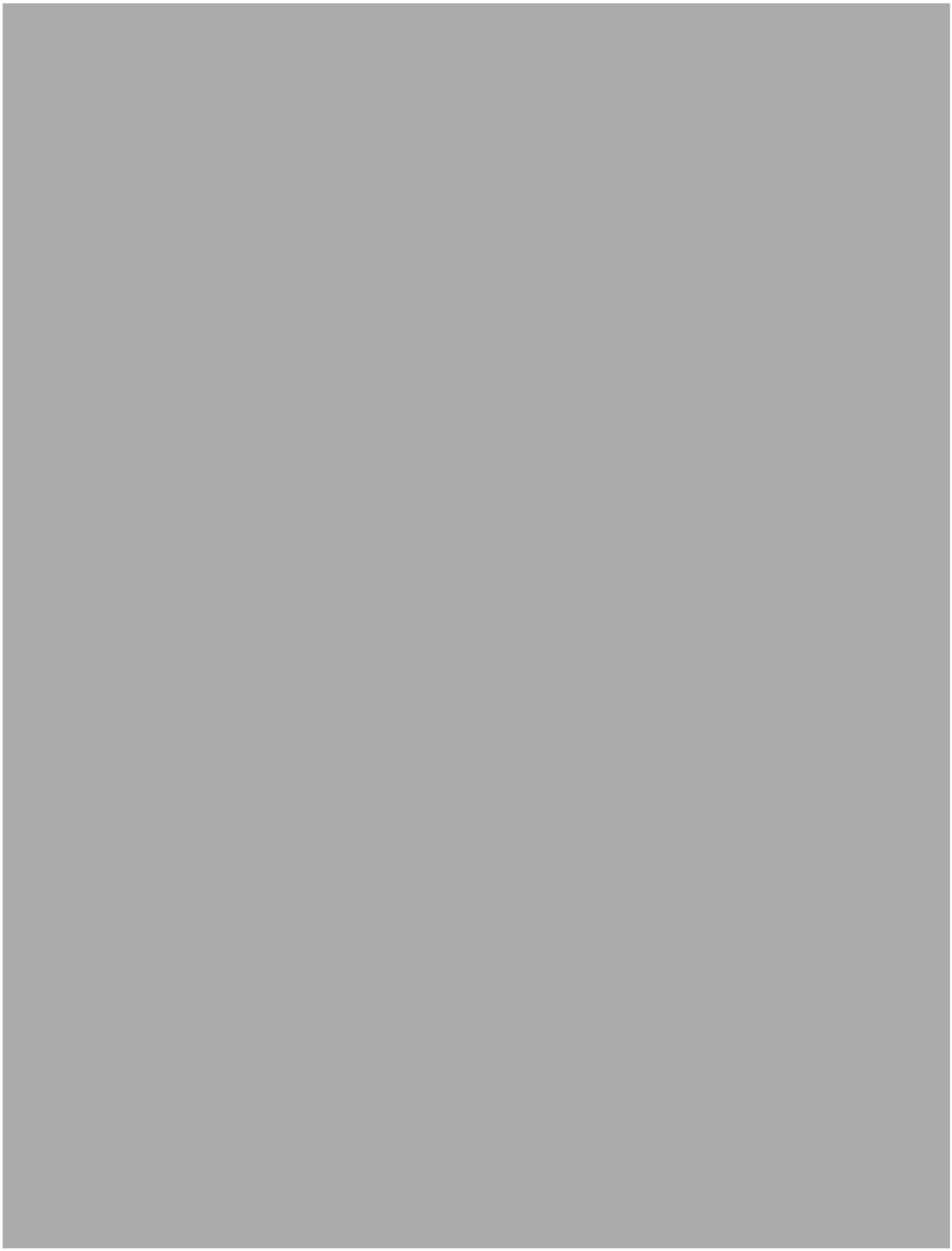
g) initiate the progress meetings, workshops, and coordinate visits and exchanges.

4.8. In case the Programme Leader or one of the other Programme Partners in the Programme is assigned to receive subsidy payments and to pass payments to the other Programme Partners, the Programme Partner receiving the subsidy payment will forward the payments to the other Programme Partners within twenty one (21) calendar days after receipt of a subsidy payment from the granting authority. Each Programme Partner will provide in writing its bank account information.

4.9 Programme Partners will regularly submit reports necessary to ISPT and NWO with regard to the TKI-allowance in accordance with the scheme given in Appendix 4.

4.10 In order to facilitate project management and handling knowledge dissemination, use will be made of the ISPT project management system, to which all Parties shall be granted access.

Article 5 – Intellectual Property



Article 6 – Payments of financial compensation and licence fees

6.1 Any financial compensation for or licence fee on user, access or ownership rights to the Results as agreed in this Agreement or to be negotiated in the course of the Programme, will be paid directly to the beneficial Party, unless otherwise agreed.

Article 7 – Confidentiality

7.1 The Disclosing Party shall use reasonable efforts to mark any Confidential Information that is disclosed in documentary or tangible form under this Agreement as follows: Confidential Information as used herein shall mean only that information, whether technical, commercial or economic, disclosed under this Agreement by a Party and/or its Affiliates (the "Disclosing Party") to another Party and/or its Affiliates (the "Receiving Party") in writing marked as "Disclosing Party [insert name of Party making the disclosure] Confidential Information". However, any failure to mark shall not affect the confidential status of Confidential Information if the information is confidential by nature. See Article 7.5 and 9.4 for the terms that are in force. For the avoidance of doubt, Confidential Information shall remain the sole property of the Disclosing Party providing it.

7.2 Receiving Party shall:

a. solely use the Confidential Information for the performance of its obligations under this Agreement;
b. not analyse or have analysed any of the samples delivered under this Agreement other than necessary for the performance of its obligations under this Agreement;
c. not divulge or make accessible any Confidential Information to any party other than the Authorised Representatives;
d. impose substantially the same obligations as defined hereinabove upon the Authorised Representatives;
e. inform the Disclosing Party by return to which Affiliates the Confidential Information will be divulged;
f. not apply for patents or any other rights in the field of industrial property covering any of the Confidential Information furnished to it.

The obligations of confidentiality and non-use shall not apply to:

a. information which the Receiving Party can prove to have been in its possession prior to the disclosure thereof by the Disclosing Party and which was not obtained directly or indirectly from the Disclosing Party;
b. information which the Receiving Party can prove that it either was part of the public domain through publication or otherwise before receipt of the same under this Agreement by the Disclosing Party, or thereafter becomes part of the public domain by publication or otherwise through no fault of the Receiving Party;
c. information which the Receiving Party can prove by documentary (including any digital media by which information can be preserved) evidence that it was received by it from a third party imposing no restriction as to disclosure and which did not acquire any such information directly or indirectly from the Disclosing Party.
d. information which the Receiving Party can prove by documentary (including any digital media by which information can be preserved) evidence was developed by employees of the Receiving Party or its Affiliates who are not directly or indirectly involved with this Agreement and did not have any access to Confidential Information.
e. information which is independently developed by Receiving Party without any use of or benefit from the Confidential Information and such independent development

can be documented by Receiving Party with written (including any digital media by which information can be preserved) records.

f. information which is required by law, judicial or arbitral process, regulatory authority or the rules of a recognized stock exchange to be disclosed, provided that, to the extent legally permissible, the Receiving Party gives the Disclosing Party prior notice of such requirement to disclose and a reasonable opportunity to obtain a protective order and the Receiving Party takes the necessary steps to minimize the extent of disclosure.

7.3 Upon the first request of Disclosing Party, Receiving Party will return to the Disclosing Party or destroy any and all of Disclosing Party's Confidential Information that Receiving Party obtains under this Agreement save that Receiving Party may retain one copy of Disclosing Party's Confidential Information for the sole purpose, in the event of a future dispute, of proving what information it did or did not receive hereunder.

7.4 Receiving Party shall promptly notify the Disclosing Party in writing upon the occurrence of any unauthorised disclosure or use of Confidential Information or any other breach of this Agreement of which it becomes aware.

7.5 The obligations of confidentiality under this Article 7 will last five (5) years from the end date of this Agreement.

7.6 ISPT shall ensure that its members participating in this Programme (i.e. Shell Global Solutions International B.V., Unilever Research B.V. and Evodos B.V.) are bound by confidentiality obligations no less strict than those contained in this Agreement.

Article 8 – Publication and publicity

8.1 The Programme Partners shall, throughout the duration of the Programme, take appropriate measures to ensure suitable publicity for the Programme in order to highlight the NWO financial support and the financial support of the Ministry of Economic Affairs. Any notice or publication by the Programme Partners about the Programme, including at conferences or seminars, must specify that: "This research received funding from the Netherlands Organisation for Scientific Research (NWO) and from the Ministry of Economic Affairs in the framework of the *"TKI-Toeslagregeling*"". Notwithstanding the foregoing, there shall be no publicity relative to Programme Results without approval by the other Programme Partners as set forth in Article 8.2.

8.2 The Programme Partners acknowledge that the (employees of the) Knowledge Institutes wish to publish or by other means make public all or part of the Results generated under this Agreement. To that end the following publication procedure is applicable. All intended publications from the Programme, including but not limited to publications (by employees or students) of the Knowledge Institute, including but not limited to scientific papers and conference presentations (including but not limited to dissemination within the ISPT water cluster), shall be previously submitted for approval to the (other) Programme Partners. Within four (4) weeks from receiving said submission, Programme Partners will respond to the request to publish. If within said period of four (4) weeks no Programme Partner has objected to the draft publication, the publication shall be deemed approved. If within said four (4) weeks the Programme Partners indicate they do not agree with the intended publication, they will mention the reason for this, and they are, within two (2) months from receiving said submission, entitled to:

8.2.1 require alterations to protect the interests of the Programme Partners, being interested in acquiring user or ownership rights to the Results, however without putting the scientific integrity of the publishing Programme Partner at risk; and/or

8.2.2 in case of its ownership of IPRs to the Results, or its interest to acquire exclusive user or ownership rights, postpone the publication for a period of maximally six (6) months from receiving said submission in which period a patent application can be submitted, however without delaying the completion of any Ph.D. programmes (in Dutch: *promotie*) under this Programme; and/or

8.2.3 request deletion of any of its Confidential Information, with which request the publishing Programme Partner shall comply, however without affecting the scientific integrity of the publication.

8.2.4 Copyrights remain with the publishing Programme Partner.

8.3 Any notice or publication by the Programme Partners, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that NWO is not liable for any use that may be made of the information contained therein.

8.4 NWO shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, the following information:
– the names of the Programme Partners;
– the title of the Programme;
– the name(s) of the scientist(s) in charge of the Programme;
– the name(s) of the researchers funded under the Programme;
– the general purpose of the Programme in the form of the popular summary provided by and approved by all Programme Partners;
– the amount granted (the Grant) and the total Programme budget.

8.5 Upon a reasoned and duly substantiated request by one of the Programme Partners, NWO may agree to forego such publicity if disclosure of the information indicated above would risk compromising the Programme Partner's security or commercial interests.

Article 9 – Term/Termination

9.1 This Agreement shall come into force on the Effective Date.

9.2 The Agreement shall remain in force until the date of termination or the date of conclusion of the Programme ("the Term") through a Grant closure decision, *i.e.* until the final settlement of the grant by NWO.

9.3 This Agreement may be terminated with respect to a Party prior to the termination due to Article 9.2, in the event of:

9.3.1 bankruptcy or a moratorium of payments (for more than 90 days) or entering into a debt rescheduling arrangement of a Party, immediately upon the occurrence of the relevant event and the Party's contribution cannot be taken over by one of the other Parties or the necessary finances to do so are not available; or

9.3.2 a Party's continuing failure to perform its obligations under this Agreement after being requested by a notice in writing to do so within a term of two months.

Notwithstanding the foregoing, a Private Partner may at any time terminate this Agreement without cause with a prior written notice of three months, provided that it pays any unpaid part of its Financial Contribution at the date it effectively terminates this Agreement, as set forth in **Appendix 4**. The Private Partner that terminates this Agreement before the conclusion of the Programme is also bound to other rights and obligations under this Agreement, as set forth in Article 9.4.

9.4 Rights and obligations under this Agreement which pursuant to their nature shall survive this Agreement, including but not limited to the obligation by a Private Partner to pay the Financial Contribution as well as to contribute non-delivered In kind

contributions, remain in force after termination or expiration of this Agreement as set forth in this Article 9, while the rights and obligations pursuant to Articles 7 and 8 shall expire five (5) years after the end date of this Agreement.

9.5 Each Programme Partner terminating this Agreement before the conclusion of the Programme will immediately cease all use of Background Information of another Party, as described in Article 5, and is bound to keep its own Background Information to be available for use by all Programme Partners during the Programme Term.

Article 10 - Governing Law & Dispute Resolution

10.1 This Agreement and the relationship hereunder between the Parties shall be exclusively interpreted in accordance with and governed by the laws of the Netherlands.

10.2 The Parties shall endeavour to settle amicably any and all disputes regarding or stemming from this Agreement. If an amicable solution cannot be reached, the disputes shall be brought exclusively before the court in The Hague, The Netherlands.

Article 11 – Warranties / Limitation of Liability

11.1 Each Programme Partner contributing Background Information affirms that, to the best knowledge of contributing Programme Partner: it has provided the Background Information as set forth in Article 5.1 correct and complete, however, on the basis of “as-is”, without any warranty in that respect.

11.2 Programme Partners do not accept any liabilities for damage or loss which arises due to the fact that the Results do not qualify for patenting or because rights of third parties are infringed when applying the Results.

11.3 Except in case of gross negligence or wilful misconduct, the maximum aggregate liability of a Programme Partner shall be equal to its share in the overall Programme Budget. Furthermore shall none of the Parties be liable for any indirect damage.

Article 12 – Amendments

This Agreement may not be amended, modified or terminated orally; no provision of this Agreement may be waived orally; and no amendment, modification, or waiver of any of the provisions hereof shall be binding unless in writing and signed by all Parties.

Article 13 – Waivers

The Parties each agree that the waiver by any Party of a provision or of a particular breach by one or more of the other Parties of any obligation, or the failure of a Party at any particular time to exercise any of its rights herein provided, shall not be deemed to constitute a waiver of any other provision or subsequent breach or to prejudice the exercise in future of any right.

Article 14 – Severability

If any covenant, obligation or term hereunder or the application of any part of this Agreement to any person, party or circumstance shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Agreement or the application of such covenants, agreements or obligations other than those which are held to be invalid or unenforceable shall not be

affected thereby; and each covenant, obligation and agreement contained herein shall be separately valid and enforceable to the full extent permitted by law. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering into this Agreement may be realized.

Article 15 – Force Majeure

None of the Parties will be responsible for delays resulting from causes beyond the reasonable control of such Party, including, without limitation, fire, explosion, flood, war, strike or riot; provided that the nonperforming Party uses its reasonable efforts to avoid or remove such causes of non-performance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed. Illness and disease of individuals involved in research activities to be performed in this Programme cannot be adduced as Force Majeure.

Article 16 – Notices

All notices, requests, demands and other communications to be given in accordance with this Agreement shall be given in writing and shall be given by prepaid registered mail, receipt return requested, or by email, return receipt or read receipt requested, to the relevant other Parties at the following addresses:

if to the ISPT:

Stichting ISPT
Groen van Prinsterenlaan 37
3818 JN Amersfoort
The Netherlands
email: [redacted]@ispt.eu
Attention: [redacted]

if to WUR:

Wageningen University and Research
Physical Chemistry and Soft Matter
Stippeneng 4
6708 WE Wageningen
email: [redacted]@wur.nl
Attention: [redacted]

if to UvA:

Universiteit van Amsterdam

Science Park 904

1098 XH Amsterdam

The Netherlands

email: [redacted]@uva.nl

Attention: [redacted]

if to TUD:

Delft University of Technology

Building 58 - F2.410

Van der Maasweg 9

2629 HZ, Delft

The Netherlands

email: [redacted]@tudelft.nl

Attention: [redacted]

if to NWO: **THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO), DOMAIN SCIENCE**

Laan van Nieuw Oost-Indië 300, 2593 CE, Den Haag, The Netherlands

E [redacted]@NWO.NL

Attention: [redacted]

or at such other address as a Party may have previously indicated to the other Parties in writing in conformity with the foregoing. Any such notice, request, demand or other communication shall be deemed to have been received on the seventh (7th) business day following the date of its mailing if sent by registered mail, or the next business day immediately following the date of transmission if sent by email.

Article 17 – Assignment

The Parties shall not assign this Agreement or any part thereof without the prior written consent of the other Parties; provided, however, that a Party may assign this Agreement without such consent but with notification of the other Parties in connection with the transfer or sale of substantially its entire business to which this Agreement pertains (or in the event of its merger or consolidation with another company*).*

No assignment shall relieve any Party of responsibility for the performance of any accrued obligation which such Party then has hereunder.

Signature page

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

[redacted]

12th day of December 2017.

Stichting ISPT

[redacted]

[redacted]

Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Wageningen, this 12th day of December 2017,

Wageningen University, Department Agrotechnology and Food Sciences



Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Amsterdam, this 15 day of december 2017

Universiteit van Amsterdam, Institute of Physics



INSTITUTE OF PHYSICS
Science Park 904
Postbus 94485
1090 GL Amsterdam
The Netherlands

Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Delft , this 15th day of December 2017,

Delft University of Technology

[redacted]

Dean faculty of Applied Sciences

Signature page (continued)

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Den Haag, this 21 st day of December , 2017

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO), DOMAIN SCIENCE



APPENDICES TO THIS AGREEMENT

APPENDIX 1 – Programme Description

APPENDIX 2 – Granting letter NWO

APPENDIX 3 – 'NWO Subsidieregeling 2017' (in Dutch, and translation in English)

APPENDIX 4 – Financial Arrangements

APPENDIX 5 – Handling of Results and IP rights

APPENDIX 1 Programme Description

[IPP proposal as submitted, ENWF 17.0361]

APPENDIX 2 – Granting Letter NWO

APPENDIX 3 – ‘NWO-Regeling Subsidies’ (in Dutch, and translation in English)



NWO Regeling Subsidies

Versie 1 december 2015

Den Haag, december 2015
Nederlandse Organisatie voor Wetenschappelijk Onderzoek



NWO Regulation on Granting

Version 1 December 2015

N.B.: This document is a translation of the Dutch text entitled 'NWO Regeling Subsidies'. In the event of any difference of opinion as to the interpretation of the content, the original Dutch version will prevail.

The Hague, December 2015
Netherlands Organisation for Scientific Research

APPENDIX 4 – Financial Arrangements

NWO file number: 680-91-012.

Programme title: Controlling multiphase flow.

Programme Leader:

Programme Description: attached as Appendix 1.

Grant of NWO to this Programme (dd. 30-10-2017, corr.nr.2017/ENW/00333668): copy attached as Appendix 2.

Granted budget* (Maximum Subsidy) to this Programme a total of € 1.581.961 (in words one million five hundred and eighty one thousand nine hundred and sixty one EURO).

Programme Management Costs NWO: € 70.000 (seventy thousand).

Total cash Budget (Granted Budget plus Programme Management Costs NWO): € 1,621,961 (in words one million six hundred and fifty one thousand nine hundred and sixty one EURO).

Total Programme Budget (Total cash Budget plus In-Kind Contributions): € 1,621,961 (in words one million six hundred and fifty one thousand nine hundred and sixty one EURO).

* The Granted Budget is subject to the general conditions set forth in the "NWO-Regeling Subsidies" prevailing at the moment of granting of the Programme (= version dated "May 2017"), attached as Appendix 2 to this Agreement, and the additional conditions specified in the Grant of NWO to this Programme, attached as Appendix 2.

** The "TKI-allowance" is subject to the conditions set forth in the "TKI-Toeslagregeling" prevailing at the moment of granting of the TKI-allowance.

Private Partner to this Programme and its Financial Contribution to the Programme budget

ISPT:

a total amount of € 1,055,000 (in words one million and fifty five thousand EURO), which will be part of the Total cash Budget as described above.

The contribution by ISPT consists of two parts. Part 1: € 550,000 (in words five hundred fifty thousand EURO) from private origin, in particular from Shell, Unilever, and Evodos.

.

From this budget ISPT will use 45,000 (in words forty five thousand EURO) to cover its own programme management costs (ISPT coordinates the financial commitment from companies, allocation and determination of TKI-allowance, project management tools as a platform to share information, publication workflow).

Part 2: € 550,000 (in words five hundred fifty thousand EURO) as TKI-allowance, to be applied for with the Dutch government.

In total, this amounts to € 1,055,000 (in words one million and fifty five thousand EURO), which will be part of the Total cash Budget as described above.

Planning allocation TKI-allowance
The end date of the TKI-allowance that is allocated to this Programme is March 1, 2020. At that moment the Programme shall still be running. To be able to determine the TKI-allowance at that moment in the Programme the following documents are required on May 1, 2020:

- Final report in conformity with the RVO format (will be based on the midterm review).
- Statement of the auditor from the Knowledge Institutes for the costs realised from the start of the Programme until March 1, 2020 or integration of the Programme in the annex of the annual report of the Knowledge Institute in accordance with SISA (Single Information Single Audit).

The Programme Leader will provide the final report. The Knowledge Institutes will provide the financial reports. These documents will be reported to ISPT.

The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in five (5) equal parts. The first payment shall be remitted within forty-five (45) days after the Effective date, as invoiced by NWO to the (respective) Private Partner(s).

The Private Partner(s) receive(s) invoices to remit its/their Financial Contributions that include its/their share in the program management and networking costs on the following dates:

- Effective date (in year 2017),
- 1st October 2018
- 1st October 2019
- 1st October 2020
- 1st October 2021

Invoicing procedure

NWO will send to the Private Partners digital invoices. To this end, Private Partners will provide to NWO the following information:

ISPT:

- Name financial contact:
- Telephone number financial contact: 033
- Postal and email addresses to be used: Groen van Prinstererlaan 37, 3818JN Amersfoort, ispt.eu
- Purchase Order number if required: TBD
- Any other relevant details: N/A

For Private Partners that create (a) purchase order(s) or a vendor/client number, NWO provides the following information:

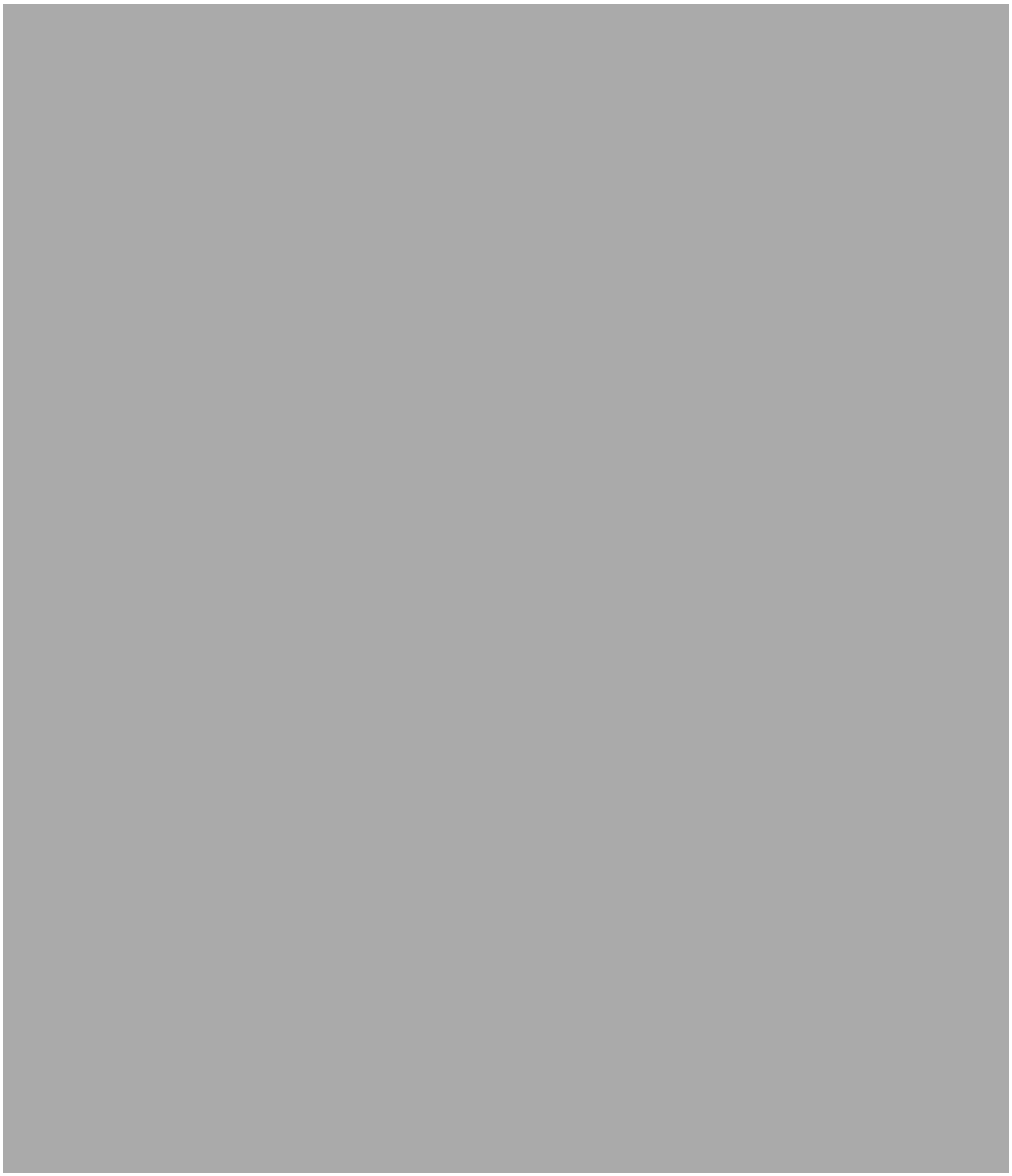
The financial contribution is free of VAT

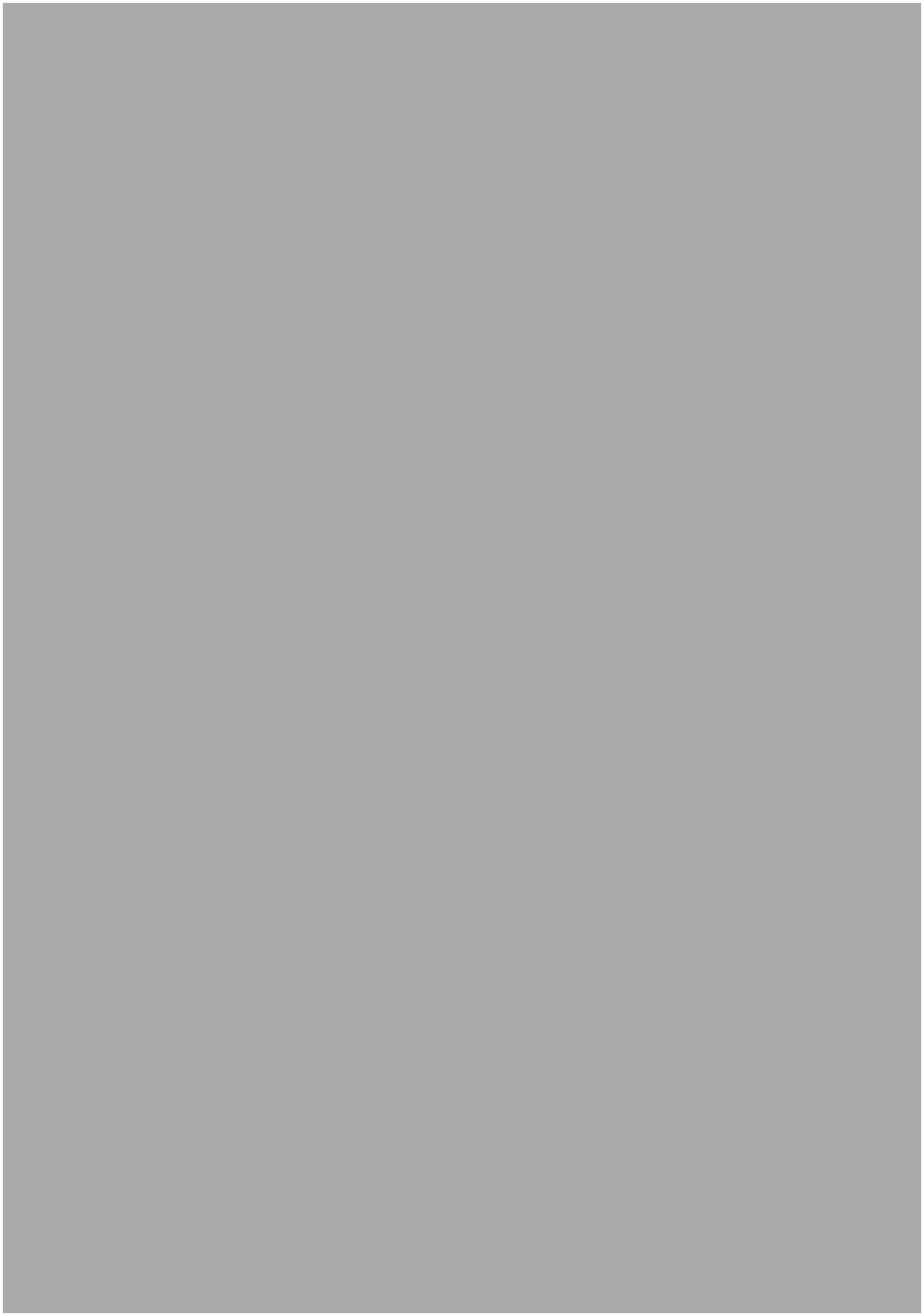
Address:

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www.nwo.nl
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CoC
VAT

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@nwo.nl; @nwo.nl

APPENDIX 5 – Handling Results and IP rights







1. *Title of the proposed IPP programme*

Controlling multiphase flow

2. *Applicants and industrial partners*

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