

# Guide for Project Plan and Program Tender: Research & Development

## Notes to “Call 4 – 2011: Research & development”



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 <p>Ministry of Economic Affairs</p>	<p>This program is empowered by the Ministry of Economic Affairs and the Ministry of Transport, Public Works and Water Management.</p>
 <p>Gemeente Breda</p>	<p>The development of the Institute is supported by the Municipality of Breda and the Dutch Province of Noord-Brabant.</p>
 <p>Provincie Noord-Brabant</p>	<p>The Municipality of Breda is lead partner in the development of the Campus, which is also made possible by the Province of Noord-Brabant.</p>



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## Summary

Dinalog employs Calls for Proposals. These are open calls, which take place in two rounds per year. Calls for Proposals are publicized through the appropriate channels, such as through the Dinalog website and the website of Agentschap NL and through press releases in the media.

Dinalog employs a pre-proposal phase, in which consortia submit a brief project proposal. The Executive Board of Dinalog assesses the submitted project proposals and provides applicants with non-binding advice regarding whether or not to submit a full proposal.

The document before you describes the manner in which project proposals should be submitted to Dinalog:

- the guidelines and basic principles with regard to financing and co-financing;
- the rights and obligations of the project partners;
- the guidelines with regard to intellectual property;
- the procedures with regard to submissions;
- the evaluation;
- the allocation of the grant;
- the accountability.

The Executive Board can amend the details of the scheme at any time; any amendments will be published in plenty of time. The awarding of project proposals by the Executive Board of Dinalog in general takes place under the pre-condition that the underlying funding has been allocated to Dinalog by Agentschap NL.

In paragraph 1.3, a description is included of the themes, specific focal areas, sectors and projects that are explicitly invited to come with proposals in de 4th Call for Proposals 2011. Next to the open call for proposals on the main themes of Dinalog, Dinalog explicitly invites project applicants to come with proposals within these specific focal areas, sectors and projects which will be treated with preference regarding reservation of available budget.

## 1 Call for Proposals

### 1.1 General

Dinalog develops innovation programs / R&D programs, in harmony with the ambitions and objectives of the national innovation program, within the themes and specific focal areas as described in 1.3.

The extensive intrinsic description of the objectives of the innovation program and an explanation of the main themes can be found in the final report by the Van Laarhoven committee, available as a download from the Dinalog website and the report of the Top Team for Logistics. In Annex 10, an explanation of these themes is included.

Dinalog uses Calls for Proposals. These are open calls, which take place in two rounds a year. Calls for Proposals are publicized through the appropriate channels, such as through the Dinalog and Agentschap NL websites and through other channels like press releases in the media. After announcement, consortia comprising companies and knowledge institutes can submit project proposals. The project proposals for this Call for Proposals before you regard R&D activities. Another Call for Proposals for Demonstration projects and pilot- and implementation projects is open as well.

Each project has a coordinator appointed by the collaborative parties. In principle, a knowledge institute or company can be the coordinator.

Dinalog employs a so called pre-proposal phase, in which consortia submit a preliminary project proposal, according to the template in Annex 1. The board assesses the submitted project pre-proposals and provides applicants with a non-binding advice regarding continuation or halting of the submission of a full proposal. The criteria for the assessment of the project pre-proposals are described in more detail in Annex 2.

Submission of project proposals, both pre-proposals and full proposals, must take place as follows:

- Submission by email, of the electronic version of the documents in PDF, but including at least original MS Word and Excel versions (including the project budget) of the documents to the following email address [tenders@dinalog.nl](mailto:tenders@dinalog.nl);
- In addition, submission by post of the printed version of the documents, for the attention of: Directie Dinalog, Princehagelaan 13, 4813 DA Breda.

The electronic version must have been received by the publicized time and date (for the applicable round). In the case of a late receipt of the paper version by post, or the receipt of a version that differs from the digital version, the timely submitted electronic version will serve as the valid submitted version.

The time frame for the 4th Call for Proposals for R&D projects and adhering to the themes and specific focal areas as described in 1.3 is as follows:

December 15, 2011	Open 4th Call for pre-proposals
March 1, 2012; 24.00 hours	Deadline for submission of pre-proposals
March 21 – 23, 2012	Review pre-proposals + notification
May 15, 2012; 24.00 hours	Deadline for submission of full proposals
June 18, 2012	ISAC assessment and ranking proposals
June 26, 2012	Discussion by board and allocation
June 29, 2012	Notification of coordinator through grant allocation letter

## **1.2 Summary of the procedure for project proposals**

Submission of project proposals should take place in two steps, a project pre-proposal and a project full proposal.

The consortium first submits a pre-proposal (brief and summarizing), in accordance with Annex 1 and 2. Project pre-proposals are submitted to the Dinalog Executive Board. The Board assesses if the project pre-proposal is admissible and meets the conditions for the current Call for Proposals.

In the event of a positive evaluation of the pre-proposal it is subsequently presented to the Executive Board. The applicant submitting the pre-proposal receives non-binding advice from the Board on whether or not to proceed with the submission of a full proposal with the accompanying budget and annexes in accordance with this 'Guide for Project Plan and Program Tender'.

The full project proposal is evaluated and awarded a ranking by the International Scientific Advisory Committee in the categories excellent, sufficient and insufficient. The project budget is assessed and calculations are verified by the management and financial experts. The intrinsic evaluation and the financial assessment together with the complete full project proposal and advice from the management are submitted to the board.

The Board comes to a final decision regarding the awarding of projects, considering the assessment and ranking by the International Scientific Advisory Committee, keeping in mind the advice from the management with regard to the quality of the project plan and taking into account the financial space for the particular Call for Proposals<sup>1</sup>. The basic assumption is that the Board follows the advice and ranking from the International Scientific Advisory Committee through allocating as many projects as possible from the category excellent and only deviating from this in the case of well-founded argumentation.

The project can be commenced following approval from the board on the basis of the written notification of the grant from Dinalog, to be provided by the management.

## **1.3 Themes of the National Innovation Program and specific focal areas**

### **Developments leading to the definition of the specific focal areas**

- Dinalog started its activities early 2010 to execute the National Innovation Agenda Logistics as defined by the 'Van Laarhoven Committee'.
- During the past year, the Ministry of Economic Affairs, Agriculture and Innovation has defined 10 economic sectors as focal areas for investments in innovation, including the Logistics sector.
- A Top Team for Logistics was appointed with the objective to formulate an agenda for the sector with the ambitions and focal points for the long term and a plan of action for the short term in order to stimulate the logistics sector and bring it to the leading top of the world in 2020.
- The Top Team Logistics builds upon the previous recommendations of the 'Van Laarhoven Committee', the Strategic Platform Logistics as well as the knowledge, ideas and needs of stakeholders in the sector.
- The initial 3 main themes from the report of the 'Van Laarhoven Committee' that are leading for Dinalog and in harmony with the ambitions and objectives of the national innovation program (to increase the Dutch added value (GDP) in supply chain control and logistics from € 3 billion in 2007 to over € 10 billion in 2020) are:

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<sup>1</sup> The awarding of project proposals by the Executive Board of Dinalog in general takes place under the pre-condition that the underlying funding has been allocated to Dinalog by Agentschap NL.

- Cross Chain Control Centers (4C)
- Main ports / Transport Hubs in control
- Service Logistics.
- The Top Team Logistics has defined 3 additional themes i.e.:
  - Synchromodal transport
  - Supply Chain Finance
  - Open ICT platform,and enlarged the second Dinalog theme (Main ports/ Transport Hubs in Control) to:
  - Core networks of (inter)national connections and multimodal hubsAn explanation of the Dinalog themes is included in Annex 10 of this Guide for Project Plan and Program Tender.
- For each theme a national roadmap is currently developed, which makes it possible to map national projects with the objective to analyze which areas need attention in the future as well as what topics in projects have already been covered sufficiently, either by Dinalog projects or non-Dinalog projects.
- Based upon this gap-analysis, specific focal areas for this particular R&D Call as well as future R&D Calls of Dinalog have been articulated.
- Although these focal areas are leading in the development of R&D activities of Dinalog for the next 5 years, they certainly do not exclude other innovative proposals that address missing knowledge or ideas and urging needs of stakeholders in the sector.

### **The Dinalog R&D program for the next 5 years**

- The objective is to develop research and development projects from a clear program in which knowledge institutions, private companies and governments that relate to the specific focal areas are specifically invited to submit proposals.
- The objectives of this program approach are:
  - a systematic development of knowledge needed to accomplish the ambition of the logistics sector (to the ambition to increase the Dutch added value (GDP) in supply chain control and logistics from € 3 billion in 2007 to over € 10 billion in 2020)
  - a focused stimulation of companies and knowledge institutes to develop projects that contribute to the ambition of the logistics sector and that relate to the strength of these parties
  - More guidance on the content of the project proposals and the extent in which they contribute to the goals of Dinalog.

In general:

- All projects must always relate to the general 6 main themes of the National Innovation Program:
  - Cross Chain Control Centers (4C)
  - Core networks of (inter)national connections and multimodal hubs
  - Service Logistics
  - Synchromodal transport (closely related to Main Ports / Transport Hubs in Control)
  - Supply Chain Finance (also seen in relation to Cross Chain Control Centers)
  - Open ICT platform.
- Research and development projects are projects in which new knowledge and knowledge that builds upon existing research is developed that is not yet available (as deduced from the international literature) and therefore entails a significant research component. The research funded by Dinalog is applied in nature, i.e. the project results should clearly contribute to innovation and lend themselves to practical application / use. To that end, a substantial and active involvement of stakeholders from the industry in the project (a minimum of 25% of the project financing must be contributed by participants from trade & industry).
- We especially invite consortia to submit proposals that have sufficient potential to contribute substantially to an increase of the GNP (through the development of new

(international) logistical activities), next to a focus on enhancing the efficiency of logistics chains and operations.

- We encourage a comprehensive view on Supply Chain management. This means that adjustment in the logistic chain should not just be based on an optimization perspective, but also on a view on how to accomplish organizational adjustments (including contract development and management, business models, forms of control and incentive alignment), as well as on the underlying information systems needs. In addition, we encourage a vision on matters such as supply chain finance, safety, security, sustainability and compliance.
- Considering the high ambition to add value in supply chain control and logistics, **a clear and detailed valorization plan and activities** to create and maximize economic and societal impact are required. More attention is needed for developing so-called **plug-and-play solutions** that enable companies to join supply chain control centers easily for specific purposes. Such plug-and-play solutions may significantly contribute to upscaling, multiplying and widening results to the entire logistics industry. As an example, one may think of problems that currently hamper an easy implementation of 4C's, e.g. legal and trustee aspects, governance, partnering and contract management with regard to service level agreements, incentive alignment.

### **The specific focal areas of this particular R&D Call 4 – 2011**

The focal areas for this R&D Call 4 - for which we explicitly invite companies, knowledge institutions and stakeholders that can relate to these focal areas topics - are:

1. Internationalization of business concepts: the international (control) of logistics activities with attention to aspects such as safety, sustainability, import duties, custom guidelines, taxes etc. that influence the design of supply chains.
2. Development of pooling (local, national or international) and creating shared facilities and shared resources in e.g. warehousing, production or (service) engineers, and service delivery with the focus to develop and strengthen value added logistics and services (creation of added value).
3. Active application of logistics concepts in various sectors (cross-sectoral approach) that have not yet been connected to the Dialog program sufficiently. This includes sectors such as the (Petro)Chemical industry and Energy, but also the High Tech and Life Sciences (including Health Care).
4. Developments of new service logistics concepts for different types of companies, such as OEMs, wholesalers and logistics service providers as well as in sectors such as the (Petro)Chemical industry, Maritime and Aviation. Relation between Service Logistics and upkeep systems (repair and maintenance, overhaul up to major modifications) including reverse logistics / reuse.
5. Supply Chain Finance concepts and their integration with ICT and freight flows.
6. Attention to innovative solutions for the last mile distribution (city distribution) and active involvement of customers (incentives and demand management), reverse logistics / return flows and internet trade and sales. Also combining forward and reverse flows across companies and supply chains (primary and secondary distribution with reverse flows).
7. More attention is needed for the human role and the 'soft issues' in realizing and executing logistical innovations. This can relate to the active role of the human in the optimization of supply chains or realizing a suitable governance structure / organization, as well as aspects of human behavior that hinder changes in processes and make them more difficult to realize (mental shift, social innovation, change management).

## 2 Project financing

As reimbursement for its efforts and to cover Dinalog's administrative costs, a fee of 8% is added to each project budget (excluding VAT). The following diagram indicates how the project costs are to be financed.

### Project budget

Direct project costs	100	
Dinalog fee (8%) <i>(charged to the consortium by Dinalog<sup>2</sup>)</i>	8	+
<u>Total</u>	<u>108</u>	

### Project financing

Grant, maximum 50%	54	in cash
Contribution knowledge institutes Contribution trade & industry <i>(a minimum of 25% of the project financing is supplied by trade &amp; industry, of which preferably part is supplied in cash).</i>	54	in cash or in kind
<u>Total</u>	<u>108</u>	

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<sup>2</sup> The Dinalog fee, 8% excl. VAT for the performance of Dinalog's services, charged to the consortium by Dinalog, through the coordinator, is charged simultaneously with the award of the first instalment of an advance to be received (see further on in this document).

### 3 Selection procedure and pre-proposal criteria

Pre-proposals are to be submitted according to the template in Annex 1.

#### Project proposals will be assessed as follows:

- a. The initiative for a pre-proposal or proposal must come from a consortium of at least two companies, both based in The Netherlands, of which at least one being an SME and at least one, but preferably more, research institutes based in the Netherlands. International parties are explicitly encouraged to become a member of the consortium; however, they are eligible for funding only if they provide very unique qualities / capabilities / knowledge not to be found in the Netherlands. The coordinator of the consortium (the 'applicant') is responsible for submitting the (pre-)proposal. Any partner in a consortium can be the coordinator.
- b. Applicants are invited to contact the Dutch Institute for Advanced Logistics for information and guidance.
- c. Submission: the pre-proposal is to be submitted via paper mail and e-mail to the dedicated mailbox [tenders@dinalog.nl](mailto:tenders@dinalog.nl), accessible by the Dinalog Management, as stated in paragraph 1.1. All (pre-) Proposals should be written in English. The pre-proposal should not exceed 2,000 words.
- d. An eligibility check is performed by the Dinalog Management to verify if the pre-proposal meets program criteria. The eligibility check includes at least the following questions:
  - Does the pre-proposal comply with the given template? [NO = Reject].
  - Are at least two companies of which one an SME and at least one or more research institutes members of the consortium? [NO = Reject].
  - Does the project meet the goals of the National Innovation Program (see 1.3) [NO = Reject].
  - Is the project within the scope of at least one of the six main themes (Cross Chain Control Centers (4C), Service Logistics, etcetera )? [NO = Reject].
  - Is the economic impact well-described and does it relates to Dinalog's economic impact objectives? [NO = Reject].
  - Is there explicit attention for knowledge dissemination and knowledge valorization in the proposal and work packages [NO = Reject]
  - Is the project size at least €0.5M in total project costs (max €0.25M funding)? [NO = Reject].
- e. The amount of funding requested in principle cannot exceed a maximum of €1M (total project costs including Dinalog overhead €2M). If it does, the applicant will be asked to downsize the proposal. Projects, however, can be larger in volume, but this implies that the own contribution to the project (matched by research institute and company) must be higher, because the maximum grant amount from Dinalog cannot exceed €1M.
- f. The Dinalog Executive Board will review projects that pass the eligibility check. The board members assess each pre-proposal on the basis of the criteria detailed in Annex 2, provide feedback per criterion, and rate the pre-proposal by giving between 1 and 4 marks per criterion.
- g. If the average mark is below the threshold of 70% of the perfect score, the applicant will be strongly recommended to refrain from submitting the full proposal.
- h. The total number of applicants with scores equal to or above 70% that will be invited by the Dinalog Executive Board to submit a full proposal (in English) will be at most three times the number of applicants / proposals that can be awarded in the particular round.

These applicants will be notified by the Dinalog Management and receive feedback on the assessment of their pre-proposals.

- i. The Dinalog Management notifies all other applicants that they are strongly recommended to refrain from submitting a full proposal and provides feedback on request. The recommendation by the Dinalog Executive Board is not binding. Applicants can decide to submit a full proposal nonetheless.
- j. Any appeal against the recommendation of the Dinalog Executive Board needs to be submitted within 4 weeks after receipt of this recommendation. The International Scientific Advisory Committee will review appeals from the applicants.

## 4 From pre-proposal to full proposal

### 4.1 Drafting a full proposal and detailed project plan

Consortia between companies and knowledge institutes who have previously submitted a pre-proposal, can subsequently submit a full proposal. The documents are submitted to Dinalog by the coordinator (see previous description, similar to the manner of submitting pre-proposals), in accordance with this Guide for Project Plan and Program Tender.

#### Documents for submission in English:

- Grant application form (see explanation in chapter 6);
- Project plan completely in English (see explanation in chapter 7);
- Project budget (see explanation in chapter 8);
- Partner agreement (see explanation in chapter 9);
- Accountant's Statement model (see Annex 8);
- Form for an SME check (see Annex 11).

The form for an SME check must be completed and signed by the participating SME(s).

In this full proposal phase, parties can make use of the advice from the Dinalog Management.

### 4.2 Advice regarding grant allocation

#### 4.2.1 Project plan requirements

Complete and accurate description of the project in 5 parts (see chapter 7 / Annex 4):

##### Part A: Starting points of the Project

- including the aim or the objectives;
- link to the objectives and themes of the innovation program (see 1.3);
- links to government policy and the harmonization with government, if applicable
- the expected results and the (quantitative and qualitative) effects;
- the degree of innovation (innovative aspects) of the plan with regard to the status and developments of the applicable technology.

##### Part B: Operationalization of the approach

- the activities / work packages;
- the time scale and phases of the project implementation, including milestones.

##### Part C: Consortium and project organization

- the project organization and governance structure in the project;
- the intrinsic and financial contributions from the partners in the consortium, related to the activities / work packages;
- the planning and the activities to be undertaken (including share of budget for this) with regard to the knowledge valorization and implementation of the results of the project and the dissemination of knowledge both within and outside the consortium.

##### Part D: Evaluation and monitoring

- in the area of the piloting of the innovation process: the degree to which conditions for effective innovation are achieved;
- in the area of innovation content: the degree to which the new practices (approach, products, processes) are actually realized;
- in the area of the effects of innovation: the degree to which the intended quantitative and qualitative effects are achieved at customer level and at the level of those directly involved.

#### **Part E: Valorization and dissemination of knowledge**

- how explicit valorization activities are organized and when;
- who is responsible for the performance of the valorization activities;
- which financing, inside or outside the project budget, has been set aside for the valorization activities;
- what results are expected with regard to the valorization.

#### **4.2.2 Project budget requirements**

The budget format that must be adhered to can be found in Annex 5.

Requirements:

- the project budget is perceptive, realistic and balanced and clearly related to the project activities / work packages;
- the project budget is balanced on the basis of cash flows;
- the grants for a project amount to a maximum of 50% of the project costs eligible for a grant (including the Dinalog overhead). A minimum of 50% of the project costs must come from co financing by the consortium, of which a minimum of half from trade & industry. Preference being given to trade & industry providing at least half of its contribution in cash and the remaining part in kind;
- the degree to which the project budget complies with the form and format requirements is described in chapter 8.

#### **4.2.3 Consortium description**

The description must comply with:

- upon submission of a full proposal, a partner agreement between the partners must be presented (for a more detailed explanation, see chapter 9 and Annex 6);
- in a later phase (within 3 months of the commencement of the project) a consortium agreement between all partners in a consortium must be presented;
- the consortium agreement must detail a comprehensive and accurate description of the consortium, with rights and obligations, agreements with regard to confidentiality, publication, dissemination of information, etc. (see explanation in chapter 9 and Annex 7).

Dinalog will make a standard consortium agreement available for use on the website from January 15 2011. The template for a consortium agreement is enclosed in Annex 7.

#### **4.3 Grant allocation decision**

The full proposal is presented before the International Scientific Advisory Committee (ISAC) by the Consortium and consequently evaluated by the ISAC in the categories excellent, sufficient and insufficient (employing the criteria as also described for the pre-proposals, see Annex 2) and the project budget is assessed and calculations are verified by the management and financial experts. The intrinsic evaluation by the ISAC and the financial assessment by the management with the complete project proposal and advice from the management are submitted to the Executive Board.

The Board comes to a final decision regarding the allocation of projects, considering the assessment and ranking by the ISAC, keeping in mind the advice from the Management with regard to the quality of the project plan and taking into account the financial space for the particular Call for Proposals. The basic assumption is that the board follows the advice and ranking from the ISAC through allocating as many projects as possible from the category excellent and only deviating from this in the case of well-founded argumentation.

The Board's decision is made known, in writing, to the coordinator of the project concerned by the Management. Any additional obligations that Dinalog imposes on the implementing consortium can be included in this letter.

Applicants can lodge an appeal through the coordinator against a decision by the Board within 4 weeks of receipt of the decision from the Board. Objections will be dealt with by the ISAC.

#### **4.4 Implementation and accountability**

Conditions:

- the project must commence within three months of the allocation of the grant;
- agreements are reached between the coordinator and Dinalog at the commencement of the project regarding the project administration and the project accountability;
- in principle, a financial interim report is drawn up twice a year, based on the agreements made and in accordance with Dinalog's specifications (a format is available on [www.dinalog.nl](http://www.dinalog.nl));
- a project status overview is drawn up half-yearly and an intrinsic interim report is drawn up once a year in accordance with Dinalog's specifications (a format is available on [www.dinalog.nl](http://www.dinalog.nl)).

The grant is provided in the form of advances:

- 20% within four weeks following a positive decision and the commencement of the project; the reimbursement for Dinalog is deducted from this advance;
- 60% distributed in equal parts throughout the duration of the project. Advances are issued eight weeks after the submission and approval of the intrinsic and interim financial report; the number of installments is equal to the number of remaining interim reports, however, the provision of advances is based on the incurred and paid costs during the period on which is being reported;
- the remainder (20%) within four weeks following approval of the intrinsic and final financial report to be supplied within 13 weeks of the conclusion of the project.

Dinalog's Board and / or Management ensure that the project is monitored, assess interim reports and enter consultations with the project regarding changes to the direction of the planning and approach. Findings are recorded in writing.

The grant recipient is prepared to provide insight into the progress of the project and to supply Dinalog with the necessary data at all times. The grant recipient is also prepared to cooperate with monitoring and an audit by or on behalf of Dinalog at all times.

The grant recipient is prepared to cooperate and / or contribute to the knowledge transfer activities in whatever form at all times.

Within 13 weeks of the completion of the project, an intrinsic as well as a financial account of the project must be compiled. The intrinsic project account must answer the following:

- Have we achieved what we wanted to achieve?
- Have we done what we intended to do?
- What are the causes of the deviations?
- What are the following steps?

The final financial report, which must be submitted within 13 weeks of the conclusion of the project, must include an accountant's report (see Annex 9).

After completion of the project, Dinalog establishes the final grant amount and the interim advances are deducted from the final settlement.

## **5. Guidelines concerning project results and / or Intellectual Property (IP)**

### *Definitions*

Project Results are defined as any result generated in a project.

Intellectual Property (IP) applies to any product to which intellectual property rights apply or can be established, products such as, but not limited to, works produced, inventions made, data collections created, models or programs and software developed.

Background is defined as Intellectual Property, in the same field as the project scope, that was already present with one of the parties before the start of the project.

### *General*

1. If in a project within the scope of generated project results any Intellectual Property is generated, Dinalog must be informed of this immediately by means of a so-called Invention Disclosure Form (see Dinalog website).
2. Background remains the property of the particular party to whom it belongs. If necessary for the execution of a project, a party will only for use within the project, contribute this Background free of charge.
3. If one of the parties needs to avail itself of the Background already present with one of the other parties, for the exploitation and / or use of Project Results generated or to be generated, parties have to make agreements concerning this Background between them, laid down in, for example an agreement between parties; Dinalog is not a party in this.
4. With regard to proceeds, Project Results in the form of Intellectual Property accrue to the person / party that generated them within the project, but they are owned and managed by Dinalog. With regard to proceeds, joint Project Results accrue to the Parties that generated these jointly in relation to their relative contribution to the generation of the Project Results, but they are owned and managed by Dinalog.
5. Dinalog assesses, together with the parties that generated the Intellectual Property, based on the Invention Disclosure Form whether protection of Intellectual Property is useful and desirable. Dinalog ensures the acquisition and the registration on behalf of the parties that have generated this in Dinalog's name and at Dinalog's expense of any form of Intellectual Property to the Project Results that qualify for this. The parties involved must render their full cooperation with this.
6. Dinalog takes initial care of and bears the expenses for the maintenance and exploitation of these rights, but will attempt to transfer these rights, as described below in item 10, to parties that are interested in (commercial) exploitation and will also attempt to cover at least the costs incurred or generate additional proceeds.

### *Rights for use of IP*

7. For the knowledge institutions that have contributed to the realization of the particular Project Results in the form of Intellectual Property, use for education and research purposes is always free of charge.
8. For the companies that have contributed to the realization of the particular Project Results in the form of Intellectual Property, own use of these Project Results, whether or not for internal use and / or for commercial use and exploitation is free of charge at all times. The free-of-charge right concerns a non-exclusive non-transferable right, however on the understanding that if the company wishes to make use of this, it must compensate Dinalog for the costs incurred and to be incurred for the establishment, maintenance and exploitation of the Intellectual Property or accept these costs. This free-of-charge right does not include the right to grant licenses to third parties or the sale / exploitation of these rights to third parties.

9. For the partners in the project that have not contributed to the realization of the Project Results, own use, not being the granting of licenses to third parties or the sale / exploitation of these rights, is 'royalty bearing', but the contribution this particular partner has made in cash or in kind to the project, according to the approved project budget, as a whole should be taken into consideration here.

*Additional rights for commercial use of IP.*

10. As the manager / owner of Project Results in the form of established Intellectual Property, Dinalog will transfer these (in licenses and / or sale) on market terms or to knowledge institutions on reasonable conditions. When offering to parties, Dinalog will employ the following order:
  - a. First of all, for exclusive commercial purposes or for the acquisition of the right to grant licenses, on top of the already acquired right as a partner to free use as described in item 8, an offer will be made to the companies involved in the project that have contributed to the realization of the particular Project Results, taking into account the contribution already made to the realization of these Project Results.
  - b. Subsequently, for commercial purposes, on top of the already acquired right as a partner to free use as described in item 7, an offer will be made to the knowledge institutions involved in the project that have contributed to the realization of the particular Project Results, taking into account the contribution already made to the realization of these Project Results.
  - c. Subsequently, for commercial purposes, whether or not exclusive, an offer will be made to the other partners involved in the project within which the Project Results were generated, taking into account the contribution already made to the project as a whole.
  - d. Subsequently, for commercial purposes, an offer will be made to third parties at current market fees.
- 11 The Project Results or Intellectual Property can only be transferred by Dinalog to whichever party, after consultation and coordination through the coordinator of the project with the partners that have generated the Intellectual Property and after consultation with the (other) partners in the joint venture.
- 12 The proceeds that Dinalog receives from the exploitation or transfer of Project Results or Intellectual Property is, after deduction of the costs incurred and a reasonable (management) fee for Dinalog, fully intended for the partners that have generated it. Dinalog will take care of the settlement. The party that has paid for acquiring rights as mentioned in item 10 does not receive a share of the proceeds that they have paid themselves.

## **6 Explanation of the Application form**

### **6.1 Standard application form**

A request for a grant can only be made through a completed standard application form (in accordance with Annex 3 of this guide) with prescribed annexes:

- Project plan, including description of the manner in which results are made public and disseminated (in accordance with Annex 4 of this guide);
- Project budget (in accordance with Annex 5 of this guide);
- Partner agreement (in accordance with Annex 6 of this guide);
- Accountant's Statement model (in accordance with Annex 8 of this guide);
- Form for an SME check (in accordance with Annex 11 of this guide).

In the case of the allocation of a project application, a signed consortium agreement between partners must be submitted, at a later date, within 3 months of the start of the project. Dinalog will make examples available for this through the website. The form for an SME check must be completed and signed by the participating SME(s).

### **6.2 Explanation of the Application form**

#### **Part a. Project data**

Enter the project title, the commencement date and end date for the project here.

#### **Part b. Coordinator's details**

The coordinator must implement the application on behalf of a consortium. The coordinator is authorized by the consortium to submit the application. A contact person is appointed within the coordinator's organization. Formal correspondence will be directed to the contact person. A project leader will also be appointed. The project leader is the person who runs the daily management of the project.

#### **Part c. Details regarding partners in consortium**

A list of the consortium partners is stated on the application form, including the coordinator and the contribution for each partner in the financing. This cofinancing can comprise the deployment of personnel, facilities and contribution in cash. The deployment of personnel and facilities must be capitalized. The manner in which the deployment of personnel and facilities must be capitalized is described in chapter 8. The capitalized facilities must be included in the project budget in a clearly recognizable manner under non-staff costs.

#### **Part d. Project financing**

A summarized list of the project budget is also provided in the application form, which includes:

- the direct project costs;
- the Dinalog fee (8% on top of the total project costs);
- the total project budget;
- the requested grant;
- the total contribution from cofinancing;
- grants requested / received elsewhere, in which the grant allocating body and type of grant are described.

#### **Part e. Signing**

The application form must be duly signed and submitted to Dinalog with the annexes.

## **7 Explanation of the Project plan**

### **7.1 Standard Project plan**

The standard form for the project plan must be used for the submission of an application. This standard form is included in Annex 4.

The form is subdivided into 5 sections. The first part is a summary of a maximum of 1 A4. In part A, the project's starting points must be presented. The operational implementation of the project takes place in part B. In part C, the consortium and the project organization are described. In part D, it is indicated how the evaluation and interim monitoring take place. And finally, part E contains a detailed description of how the knowledge will be disseminated.

### **7.2 Explanation of the Project plan**

#### **Summary**

The coordinator must provide a summary of the project no longer than 1 A4. This summary will also be used for communication purposes if the project is allocated a grant. The summary must contain a brief mention of objectives, activities, the project's intended results and its innovative character.

#### **Part A: Starting points of the Project**

This paragraph describes the motivation for the project, the project ambitions / objectives and the tangible effects that are to be achieved with the intended innovation. The results of the innovation are also described in process and product terms.

First of all, the reason for the project must be explained.

The project objective or objectives are subsequently described, linked to the objectives of the innovation program (see 1.3). These objectives must be formulated as **S**pecific, **M**easurable, **A**ceptable, **R**ealistic and **T**ime-based (SMART) and it must be described how they are linked to one or more of the six Dinalog themes - Cross Chain Control Center (4C), Service Logistics etcetera - as well as the general requirements for the Call for Proposals. In addition, where relevant, the link to government policy and harmonization with government is described.

Following this, the added value (expressed in euros and substantiated) of the expected results and the qualitative and quantitative effects are described. Detailing the most important characteristics of this innovation, so that the reader can imagine what the results would actually look like in reality. This does not mean a description of the project approach, but the economic impact and spin-off from the project.

The coordinator describes how the consortium has explored relevant research and / or comparable innovative projects and how the results of this exploratory work have been employed, due to which the innovative value of the plan is described, comparing it to the current state and development of applicable technology. A clear indication is given of: what makes this project experimental and innovative.

#### **Part B: Operationalization of the approach**

The coordinator provides an outline of the coherence and planning of the activities (work packages), such as the total duration, the phasing and milestones, explained in more detail, if necessary, using one or more diagrams. Keep in mind when planning the project that it must commence within three months of the grant allocation.

Subsequently, the description, time planning and intended result are fleshed out for each activity. The intended result is described in tangible process and product yields, decision moments and milestones.

### **Part C: Consortium and project organization**

The consortium's composition, role and intrinsic input are set out. A distinction is made between organizations that function as partners in the consortium and third parties. Third parties are organizations that are instructed to perform activities for the project on behalf of the consortium. A brief description of the role and intrinsic input for each organization is shown. Specific expertise is depicted for the scientific project participants.

The coordinator describes the project's organization. The description of the project organization includes the tasks, responsibilities and authorities concerning the project within the consortium. How do the project's decision-making processes take place? Who is responsible for them? The description of the project organization is furnished with an organization chart and (later) it will be recorded in the consortium agreement between parties.

### **Part D: Evaluation and monitoring**

The coordinator drafts a plan that describes how the consortium will monitor, during and after completion of the project, its own innovation practices and their effects. This details which aspects the evaluation will focus on. The monitoring of the consortium must serve to deliver (progress) data on three levels:

- on the level of guiding the innovation process: the degree in which conditions for effective innovation have been realized;
- on the level of innovation content: the degree to which new practices (approaches, products, processes) are actually achieved;
- on the level of the effects of the innovation: the degree to which the intended quantitative and qualitative effects for the customers and those directly involved have been achieved.

### **Part E: Valorization and dissemination of knowledge and implementation**

Finally, it is indicated which activities (work packages) are to be undertaken to disseminate the knowledge that has been acquired from the project:

- how explicit valorization activities are organized and when;
- what plug-and-play solutions are developed for upscaling, multiplying and widening of results to the entire logistics industry;
- who is responsible for the implementation of valorization activities;
- which financing, within or outside the project budget, is deployed for valorization;
- which results are expected with regard to valorization.

In addition, it is indicated which follow-up steps after the conclusion of the project are expected in the area of implementation:

- how the implementation of the knowledge developed is attempted in practice;
- who is responsible for the implementation;
- what financing, within or outside the project budget, is used for this purpose;
- the expected results following implementation.

## **8 Explanation of Project budget and financial reports**

### **8.1 Introduction**

A project budget is part of the grant application. This chapter details the requirements a project budget and subsequently the financial reports must meet. A template in an Excel spreadsheet for the project budget has been included in Annex 5 [to show how this project budget should be submitted. Submission of the project budget must take place in this template.](#)

### **8.2 Project period**

The project activities must commence within three months of the allocation of the grant. It must be indicated clearly in the project budget (financial report) which period the budget (financial reports) relates to.

### **8.3 Budget breakdown**

The project budget provides insight into the costs of the project and into the financing of the project costs. The budget must be drawn up in whole euros. The project must ensure that the budgeted net operating result amounts to € 0 (in other words: the project budget must balance).

When drawing up the project budget, the coordinator ensures that the outlines employed for the specification of the project costs balance with the set-up / structure employed in the project plan. The following points must be included here:

- The budgeted project costs are specified at total level and linked to each phase and subsequently to each activity / work package.
- Within the set-up employed for the project (see the previous point), a distinction must be made between the following types of costs:
  - personnel costs, costs for implementation of R&D activities and costs for management and coordination; personnel costs are based on wage costs multiplied by 50% overhead;
  - other costs - specific project expenditure comprising: third-party costs, specific materials costs and tools and costs for the transfer of knowledge.

For the budgeting of project yields, the project should maintain the set-up as described in paragraph 8.8 of this chapter.

### **8.4 General project costs**

Only costs that are demonstrably necessary, and can be directly and exclusively linked to the project, may be included in the budget and financial report. Preparatory costs cannot be deemed as project costs and only the actually incurred costs may be included that have a demonstrable link with the project period that lies between the commencement and end date for the project.

#### **Project costs in cash and in kind**

As project costs, both those paid in cash and costs that represent contributions in kind are accounted for. This means that the deployment of all personnel by all the consortium partners in the project is expressed in cash and, as such, as project costs, even if no monetary reimbursement takes place, but they are deemed as contributions in kind.

A detailed explanation for each type of cost and how to deal with them follows below.

### 8.5 Personnel costs - consortium partners

- The personnel deployed by the consortium partners must be specified in detail in 'number of hours times hourly rate'.
- Only the costs of those directly involved in the research and persons necessary for the research may be included in the budget, including costs for coordination and management of the project.
- The wage costs must be specified for each person.
- The reimbursement of the personnel costs breaks down as follows (for each FTE on an annual basis):
  1. actual gross wage costs including employers' contributions such as pension and social contributions;
  2. an annual fixed reimbursement of € 7,500 for each FTE for researchers (PhD, TOIO, PostDoc, UD en UHD; not applicable for HL) from knowledge institutes for supervision, coaching and deployment of direct research capacity of less than 0.2 FTE;
  3. subsequently, a fixed increase of 50% to cover general costs, calculated using the sum of the gross wage cost and including the reimbursement for supervision and coaching (1 + 2). The increased amount includes: costs for board, directors, management, organization, accommodation, administration, general secretariat, travel and accommodation costs, commuting costs, small commercial expenses and presentation costs, cost of meetings, facilities, general ICT costs, basic investments and basic materials; this means that these costs cannot be included separately under other costs;
  4. an annual bench fee of € 7,500 for each FTE for researchers (all PhD, TOIO, PostDoc, UD, UHD, HL) from the knowledge institutes, to cover:
    - a. travel and congress costs for researchers;
    - b. the usual costs for education and training of the researchers.

### 8.6 Other costs

Only the specific project expenditure in cash indicated below that can be demonstrably shown to be necessary for the project can be considered for a grant. The other costs included in the budget and settlement must be motivated and specified for each entry. Furthermore, at the settlement, quotes can demonstrate whether actions have been efficient and effective. General and small specific project expenditures are expected to be covered by the hourly rates. A non-limitative summing up of these costs has been included in paragraph 8.5.

The following can be included under other costs:

- **Third-party costs**

In addition to deployment of personnel by the partners of the consortium, external parties can perform project activities. The deployment of these external parties must remain (maximum 10% of the direct project costs) limited in relative terms. In the case of external parties, the costs must be substantiated as much as possible with quotes.
- **Materials and tools**

Costs for materials and tools used partly or in full for the projects, printing and other means of communication, specific (not being basic facilities that fall under general costs) necessary equipment (to the extent that the writing off falls within the timescale of the project), and other demonstrable specific costs for the project, including costs for possible partly or completely non-deductible VAT (for knowledge institutes).
- **Cost of knowledge dissemination**

The non-staff costs related to the transfer of knowledge must be individually specified for each type of cost.

## **8.7 Dinalog´s fee**

A surcharge of 8% (excl. VAT) with a maximum of € 160,000 (excl. VAT), is to be calculated over the total project cost (based upon 8% of a budget of € 2,000,000).

## **8.8 Grant amount – project proceeds**

In the project budget and further reports, clear insights are given into the way in which the project is financed. The following classification is employed here:

- grant amount innovation arrangement, to be received from Dinalog (maximum 50% of the total project costs including the Dinalog overhead);
- consortium contribution, in which a detailed specification is given for each group (knowledge institutes, trade & industry, third parties) and within this for each partner;
- other proceeds, for example from third-party contributions or knowledge exploitation.

Project proceeds can be both contributions in cash or in kind.

### **Grant amount innovation arrangement**

The following conditions apply for the grant amount:

- the grant amount is a maximum of 50% of the project costs eligible for a grant with indicated by tender the absolute maximum of grant for each project;
- if other administrative bodies, such as municipalities or provinces provide grants within the scope of other schemes, as well as in the case of contributions from the European Commission, the contributions will be deducted from the 50% grant from Dinalog.

### **Contribution consortium and other proceeds**

The following guidelines apply to contributions and other proceeds from the consortium partners:

- this contribution is at least 50% of the project costs eligible for a grant;
- the contribution by the partners from trade & industry is a minimum of 25% of the total project budget, preferably half in cash to cover project expenditure. Both the contributions in cash and in kind must be accounted for under the project proceeds;
- the contributions from the partners from the knowledge institute are the remaining maximum 25% of the total project budget. This contribution too (in kind) must be accounted for under the project proceeds.

The total project proceeds must completely cover the costs. There cannot be any operating surplus, or a cash shortfall. Hard costs cannot be compensated by contributions in kind.

## **8.9 Financial report**

During the project term, the coordinator will compile and submit to Dinalog an intermediate financial report, at least twice a year, within two months from expiry of the particular project period. After completion of the project, a final financial report is prepared within 13 weeks. Based on the report or statement received, grant advances paid are settled and it is decided whether or not to pay out a new advance.

The project administration is performed under the coordinator's responsibility. Considering the grant obligations, it is advisable to set up a sound administrative organization and make airtight agreements with the partners about the timely submission of administrative data. Upon the start of a project, the coordinator and Dinalog make and record agreements concerning the method of project administration and project accountability.

A financial report must be constructed and substantiated in the same manner as the project budget. Besides the realization figures, a financial report contains the figures for the overall project budget for comparison. Substantial deviations between the actual and the budgeted figures must be explained separately by the project. Along with a report concerning the project costs, a report about the project financing is part of a financial report.

### **8.10 Signing**

Both the project budget and the financial reports must be signed by the coordinator on behalf of the consortium.

### **8.11 Accountant's report**

The intermediate yearly financial reports as well as the financial report at the end of the project **must be accompanied** by an accountant's report. The declaration provides an opinion of the reliability of the intermediate yearly or final financial report and the meeting of the stipulated grant conditions.

The intermediate half-yearly reports **do not have** to be accompanied by an accountant's report.

The project or the coordinator must set up and run the administrative organization and cooperate in such a manner that it is possible for the Dinalog accountant to provide an unqualified opinion for the annual accountant's report, as is required by Dinalog for explanatory purposes for its 'stakeholders' and financiers.

When detailing the grant application and compiling the project budget, the project application must consult, through Dinalog's coordinator, Dinalog's accountant, or an accountant to be acknowledged by Dinalog, about the set-up of the administrative organization and the verifiable character of the project. A written statement from the accountant concerning the preliminary consultations and the verifiable nature of the project is added to the grant application (for an example, see Annex 7 of the Guide). Even if time sheets are not used to account for the personnel costs, the coordinator must agree with the accountant beforehand on the basis of which data the realized hours will be included in the financial report.

In Annex 8 of the guideline, the standard text for the accountant's report for the intermediate yearly or final financial report has been included for informative purposes.

### **8.12 Final grant establishment**

The definitive establishment of the grant takes place after receipt and approval of the intrinsic and final financial report. If it appears that the realization of the total project costs is lower than the budgeted project costs or that the performance of the project did not comply with the approved project plan, the grant amount will be adjusted downward in proportion and excesses received in advances will be reclaimed.

## **9 Explanation of the Partner agreement**

### **9.1 Standard partner agreement**

The standard form for the partner agreement should be used when submitting an application. This standard form is included in Annex 6.

### **9.2 Explanation of the Partner agreement**

The guidelines stipulate that a grant application must be accompanied by a partner agreement that has been signed by all the consortium partners.

The following is clear from this agreement:

- the coordinator is authorized to submit an application request on the behalf of all the consortium partners;
- the project shall be performed on the basis of mutual account and risk;
- the project partners agree with the Dinalog conditions;
- the partners' contributions to the cofinancing have been laid down in writing;
- the public availability of the project results has been organized.

The partner agreement states the coordinator and the partners that have entered the cooperation. The mutual agreements are then recorded in writing. A point-by-point summary that complies with the requirements of the grant scheme has been opted for in the standard agreement. The duration of the agreement is also part of the agreement.

It is subsequently indicated where and when the consortium partners and the coordinator signed the agreement. The partner's and coordinator's representatives must be authorized signatories. If, after submission of the pre-proposal or after allocation of the project, the composition of the consortium changes or has to be amended during the implementation, Dinalog must be consulted about this immediately and permission must be obtained from Dinalog.

### **9.3 Consortium agreements between partners after allocation**

In a later phase, in a consortium agreement between the partners, according the template as included in Annex 7, all the operational agreements between the partners in the project will be described, whilst keeping in mind and respecting the guidelines as set out by Dinalog. A complete and accurate description of the consortium, mutual rights and obligations, governance structure, agreements with regard to confidentiality, publication, dissemination of information, etc., is included in this consortium agreement.

This consortium agreement must be compiled jointly by the partners within 3 months of commencement of a project and must be made available to Dinalog.

**Annexes:**

1. Template for preliminary proposal (to be used for submitting a pre- proposal)
2. Assessment criteria for preliminary proposals and / or full proposals
3. Template Subsidy Application Form (to be used for submitting a full proposal)
4. Template Project Plan (to be used for submitting a full proposal)
5. Template Project Budget (to be used for submitting a full proposal)
6. Template Partner Agreement (to be used for submitting a full proposal)
7. Template Consortium Agreement ( to be used purely for inspiration for an awarded project)
8. Accountant's Statement model (to be enclosed when submitting a full proposal)
9. Accountant's Report model (to be used for an awarded project)
10. Explanation Dialog's Themes
11. Form for an SME check

**Annex 1 Template for preliminary proposal  
(to be used for submitting a pre-proposal)**

Project name:	
Expected commencement date:	
Expected end date:	
Project participants: <i>(At least 2 companies (of which at least 1 SME) and at least 1 knowledge institute)</i>	<u>Applicant:</u> Participants: ...
Keywords: <i>(max. 20 words)</i>	
Research theme <i>(For more info, please Ctrl+click this hyperlink: <a href="#">R&amp;D Call 4: Guide, formats &amp; relevant reports</a>)</i>	<input type="checkbox"/> Cross Chain Control Centers (4C) <input type="checkbox"/> Core networks of (inter)national connections & multimodal hubs <input type="checkbox"/> Service Logistics <input type="checkbox"/> Synchromodal transport (closely related to Main Ports / Transport Hubs in Control) <input type="checkbox"/> Supply Chain Finance (also seen in relation to Cross Chain Control Centers) <input type="checkbox"/> Open ICT platform
Estimated project cost	
Requested grant <i>(Max. 50% of eligible project cost including Dinalog fee)</i>	
Proposal summary: <i>(max 2000 words)</i>	<p>Please use the following structure</p> <ul style="list-style-type: none"> <li>A. Motivation, problems, research questions</li> <li>B. Link to the Innovation Program for Logistics &amp; Supply Chains</li> <li>C. Link to government policy (if applicable)</li> <li>D. Objectives, activities, deliverables, expected results, milestones and scientific impact</li> <li>E. Level of innovation</li> <li>F. Economic impact over a specified period of time</li> <li>G. Project organization and governance</li> <li>H. Funding structure and contribution of partners</li> <li>I. Valorization, dissemination and demonstration approach</li> </ul>

## Annex 2 Assessment criteria for preliminary proposals and / or full proposals

1	<p><b>Fit Goals: Does the project clearly address and contribute to the goals of the Innovation Program (as described in the Call for Proposals and on the Dinalog website; see also 1.3 of this Guide)?</b></p> <p>4. Perfect contribution to the goals of the Innovation Program  3. Contributes relatively well to the goals of the Innovation Program  2. Hardly contributes to the goals of the Innovation Program  1. No contribution to the goals of the Innovation Program .</p>	<p>Yes      no  <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/>        4 3 2 1</p>
2	<p><b>Fit Theme's: Does the project fit within the themes of the Innovation Program (as described in the Call for Proposals and on the Dinalog website; see also 1.3 of this Guide)?</b></p> <p>4. Perfect fit with at least of one of the six research themes  3. Fits the scope but addresses part of the research theme only  2. No perfect fit; an alternative funding instrument would be more suitable.  1. No fit at all.</p>	<p>Yes      no  <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/>        4 3 2 1</p>
3	<p><b>Business: does the project address real, topical issues?</b></p> <p>4. Compelling proposal on a very important and / or topical issue  3. Interesting proposal on an important topic.  2. Contains some interesting aspects, but lacks clarity and/or coherence.  1. Serious lack of substance and/or relevance.</p>	<p>Yes      no  <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/>        4 3 2 1</p>
4	<p><b>Science: does the project add potential to the scientific body of knowledge?</b></p> <p>4. Compelling proposal on a very important and / or topical issue. Has all it takes to lead to publications in international, peer-reviewed, international scientific journals.  3. Interesting proposal on an important topic. Publications in very good, peer-reviewed, international scientific journals likely.  2. Some interesting aspects, but lacks clarity and/or coherence. Relatively unlikely to lead to publications in very good, peer-reviewed, international scientific journals.  1. Serious lack of substance and/or relevance. Unlikely to lead to very good, peer-reviewed, international scientific publications.</p>	<p>Yes      no  <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/>        4 3 2 1</p>
5	<p><b>Innovation: is the proposed project innovative and new?</b></p> <p>4. Highly innovative: identifies a significant new problem and/or a significant new methodology or approach.  3. Some notable innovative aspects.  2. Not very innovative: the topic is already well-studied and/or the proposal largely follows a well-trodden approach.  1. Not innovative at all.</p>	<p>Yes      no  <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/>        4 3 2 1</p>
6	<p><b>Impact: does the project create a significant economic and / or societal (measurable) value?</b></p> <p>4. Important impact very likely and well described  3. Some notable impact likely  2. Maybe some minor impact  1. Unlikely to make any significant impact</p>	<p>Yes      no  <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/>        4 3 2 1</p>

7	<p><b>Presentation: is the project presented in a clear and rational way?</b></p> <p>4. Very clearly written; well-argued; makes a compelling case.  3. Well-written; the flow of logic is easy to follow.  2. Fairly well-written, but with some effort the argument is clear enough.  1. Poorly written, many errors, disorganized, hard to follow the argument</p>	<p>Yes                  no</p> <p>□□□□</p> <p>4 3 2 1</p>
8	<p><b>Valorization: Quality, realism and level of concreteness of the valorization plan?</b></p> <p>4. Very high quality of the valorization plan.  3. High quality of the valorization plan.  2. Fair quality of the valorization plan.  1. Low quality of the valorization plan.</p>	<p>Yes                  no</p> <p>□□□□</p> <p>4 3 2 1</p>
9	<p><b>Quality: Quality of scientific researchers?</b></p> <p>4. Very high quality of scientific researchers.  3. High quality of scientific researchers.  2. Fair quality of scientific researchers.  1. Low quality of scientific researchers.</p>	<p>Yes                  no</p> <p>□□□□</p> <p>4 3 2 1</p>

If the project in the pre-proposal stage fails to accrue at least 26 points, or if one of the criteria 1 (Fit goals), 2 (Fit themes), 3 (Business), 6 (Impact), 8 (Valorization) and 9 (Quality) fails to receive at least 3 points or more, the applicant will be strongly recommended not to submit the full proposal.

An additional bonus point (one each) can be obtained if more than one knowledge institute is involved in the project or if more companies in the category SME are involved.

**Annex 3 Template Subsidy Application Form  
(to be used for submitting a full proposal)**

The Subsidy Application Form template is used in the full proposal phase. It must be filled in completely and be accompanied by:

1. Full proposal – project plan (see Annex 4)
2. Project budget (see Annex 5)
3. Partner agreement (see Annex 6)
4. Accountant's Statement model (see Annex 8)

**A. Project name and duration**

Project name:			
Commencement date:			
End date:			

**B. Project applicant and project leader**

Company / organization:			
Contact person:			
E-mail address:			
Phone number:		Mobile:	

Authorized to sign:			
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Financial administrator:			
E-mail address:			
Phone number:		Mobile:	

Applicant's visiting address :			
Postal code:		City:	
Postal address:			
Postal code:		City:	
Bank account number:		Bank:	City:

**Project leader**

Company / organization:			
Contact person:			
E-mail address:			
Phone number:		Mobile:	

C. Partners in consortium

Organization's name	Type of organization	SME	Contribution in cash or kind (in €)
Partner 1	Knowledge institute/company/government	Yes/No	
Partner 2	Knowledge institute/company/government	Yes/No	
Partner 3	Knowledge institute/company/government	Yes/No	
...	Knowledge institute/company/government	Yes/No	

D. Project budget

Total direct project costs:	
Contribution to Dinalog: <i>(8% of Total direct project costs)</i>	
Total project costs	
Requested grant: <i>(Max 50% of total project costs)</i> <i>(Max € 1,000,000)</i>	
Total amount of co-financing:	
Other grants requested / awarded:	
Source of other grants:	
Kind of grants:	

E. Signatures

By signing this form, I certify that all the required documents are attached and that I am familiar with Dinalog's conditions and procedures.

<b>Applicant's organization:</b>	
<b>Authorized to sign:</b>	
Position:	
City:	
Date:	
Signature:	

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Submit to Dinalog:

- E-mail, all documents in PDF, but also original Word and Excel documents to [tenders@dinalog.nl](mailto:tenders@dinalog.nl);
- Post, printed versions of all documents requested to **Dinalog Management, Princehagelaan 13, 4813 DA Breda**

## **Annex 4 Template Project Plan (to be used for submitting a full proposal)**

The Project Plan template is used in the full proposal phase.

The project plan consists of six parts:

- Summary
- A. Orientation and Project Goals
- B. Activities/Work Packages
- C. Consortium and Project Organization
- D. Evaluation
- E. Valorization and Implementation

### Summary

The summary is a maximum of 1 A4 and will be used for communication purposes.

Please include the following:

- Motivation and goals (including links to innovation program)
- Activities / work packages
- Expected results
- Innovativeness
- Valorization strategy and implementation strategy

### **A. Orientation and Project Goals**

#### Motivation

This section describes the motivation for initiating this project, the real and topical issues underlying the project and the urgency to address the issues.

#### Relation to Dinalog's innovation themes

This section describes the relationship to the innovation program and specifically to the main themes and focal areas (see also 1.3 of this Guide).

(For more details, see Annex 10 or Ctrl+click this hyperlink [R&D Call 4: Guide, formats & relevant reports](#)).

#### Objectives and goals

This section describes the project objectives and goals in terms of SMART: Specific, Measurable, Acceptable, Realistic and Timing.

The goals have to be linked to the goals as described in the innovation program (see also 1.3 of this Guide).

(For more details, see Annex 10 or Ctrl+click this hyperlink [R&D Call 4: Guide, formats & relevant reports](#)).

#### Expected results

This section describes the targeted final results to be expected by executing the project, both project results for the project partners, but also the contribution to Dinalog's economic goals (long term and timing to achieve these goals). Indicate what your project as a business case will contribute to the ambition to increase the Dutch added value (GDP) in supply chain control and logistics from € 3 billion in 2007 to over € 10 billion in 2020. What possible concrete tools and instruments can be expected from the project?

#### Relation to government policy

If applicable, this section describes the relation to government policy and how interaction between the project and government bodies (which?) is pertained before and during the project.

## Orientation

This section describes how the consortium is oriented on similar projects and the state of the art on the subject. It clearly states what makes this project new, unique and innovative compared to existing research and other projects. State the relation of the proposed scientific research work in the proposal to the international state of the art.

## B. Activities and Work Packages

This section describes the approach proposed to achieve the project goals in work packages and activities, including milestones.

The relations, coordination and collaboration between work packages and activities (e.g. between different parallel or sequentially planned activities, work packages, possible links with other projects, etcetera) are clearly described in detail, as well as milestones, project results and deliverables per work package / activity and decision points. The scientific approach must be clearly described in detail.

Describe in detail the explicit roles, tasks and activities of the individual consortium partners and for what reasons.

Phase 1	Activity 1:
Duration:	Activity 2:
Deliverables/ Milestones:	Etc.
Phase 2	Activity 3:
Duration:	Activity 4:
Deliverables/ Milestones:	Etc.
Phase...etc.	

Activity 1:
Description:
Planning:
Work distribution:
Expected results/deliverables/milestones:

## Planning

This section describes planning of activities / work packages and the timing of deliverables. This can also be included in the previous section. A summary of the planning (schedule) must be part of the project plan.

## C. Consortium and Project Organization

### Research Team

This section describes the research team, each specific role and input in the project (if necessary per activity / work package) and their quality / specific expertise.

Short CVs (max ½ page A4) of the scientific researchers should be included as Annexes, along with a shortlist (titles and sources) of their 5 most relevant publications or relevant project experience.

Also describe the relevant past performance of the other consortium partners.

Partner's name	Role and input	Specific competence

### Project organization

This section describes the project organization; roles, tasks and responsibilities are described, including diagram.

## D. Evaluation and Monitoring

### Evaluation

This section describes how the consortium will evaluate the project (in terms of innovation process, cooperation and results) during and after finishing the project. The results of this evaluation will be submitted to Dinalog.

Describe how often measurements have to be made to be able to make project adjustments in time. Describe how they will be monitored, using which criteria and who will execute the evaluation.

## E. Valorization and Implementation Strategy

### Valorization and knowledge dissemination

This section describes the way the consortium plans to organize valorization and dissemination activities (what, who and when), plans to make project results and knowledge widely available, plug-and-play solutions for upscaling – multiplying and widening of results to the entire logistics industry (what, who and when) and plans to implement the project results (leading to what results). How do these activities enable the transfer of (intermediate) project results, outcomes and possible tools in practice beyond the project to other companies, regions, sectors, etc. (potential up-scaling effects). For instance, can a business start-up be realized? What do the outcomes and results mean for the social networks?

### Implementation

This section describes the way the consortium plans to implement the results of the project (how, who and when), what (additional) budget is needed and to what results this will lead.

**Annex 5 Template Project Budget**  
**(to be used for submitting a full proposal)**

A template for the project budget is available in digital format on the Dinalog website, please Ctrl+click this hyperlink: [R&D Call 4: Guide, formats & relevant reports](#) (under this specific R&D Call 4).

**Annex 6 Template Partner Agreement  
(to be used for submitting a full proposal)**

**It is mandatory to use this form.**

Undersigned consortium partners:

..... based in .....and represented by ....., being applicant of the project,

and

..... based in .....and represented by .....

..... based in .....and represented by .....

..... based in .....and represented by .....

..... based in .....and represented by .....

Etc.

Declare that:

- The partners in the Consortium authorize the Applicant to submit the project application for the project ..... on behalf of the Consortium;
- The partners will execute the project as described in the project plan and share cost and risks;
- This partner agreement will run from ...-...-..... until ...-...-.....; if the project and subsidy will be approved by Dinalog, this partner agreement will be replaced by a consortium agreement within 3 months after start of the project.
- The partners commit to the content and financial contribution as described in the application form and in the project plan;
- The partners commit to the rules and guidelines of Dinalog as written down in the Guideline for R&D projects, including the IP rules;
- Partners will take care of public availability and knowledge dissemination of the project results, which includes making project results and information digitally available on the Internet free of charge.

Applicant	
Company / organization	
Name	
Place and date	
Signature	

Consortium partners	
Company / organization	
Name	
Place and date	
Signature	
Company / organization	
Name	
Place and date	
Signature	
Company / organization	
Name	
Place and date	
Signature	

**Annex 7 Template Consortium Agreement  
(to be used purely for inspiration for an awarded project)**

**The undersigned:**

- (1) **Leading Partner**, <street + house number>, <zip code + place> (“<....>”);
- (2) **Company name**, <street + house number>, <zip code + place> (“<....>”);
- (3) **Company name**, <street + house number>, <zip code + place> (“<....>”);
- (4) **Company name**, <street + house number>, <zip code + place> (“<....>”);
- (5) **Company name**, <street + house number>, <zip code + place> (“<....>”);
- (6) **Company name**, <street + house number>, <zip code + place> (“<....>”);
- (7) **Company name**, <street + house number>, <zip code + place> (“<....>”);
- (8) **Company name**, <street + house number>, <zip code + place> (“<....>”);
- (9) **Company name**, <street + house number>, <zip code + place> (“<....>”);
- (10) **Company name**, <street + house number>, <zip code + place> (“<....>”);

**Whereas:**

- (a) The Subsidy Donor has approved a proposal submitted to the Subsidy Donor by the Leading partner and other partners within the framework of the Program for the execution of the Project;
- (b) The Parties will collaborate in the execution of the Project;

**Agree as follows:**

**Article 1 - Definitions**

**1.1** In the Agreement the following are defined as:

- Project:** <Acronym and full name of the project>  
**Program:** <Dinalog - R&D Call 4 2011>  
**Subsidy Donor:** <Dinalog>  
**Project Coordinator:** <Company name / name of project coordinator / manager>

**1.2** Furthermore, the following terms in this Agreement are defined as:

'Basic knowledge': the Know-how and Intellectual Property Rights possessed by the Parties in the same field to which the Project relates, with the exception of Project Results. The basic knowledge possessed by the research group(s) of the parties participating in the Project will be incorporated provided that it does not conflict with stipulations contained in existing agreements or is not feasible in relation to patent applications.

'Business Data': secret information of or about a Party, a third party and/or his business that is or may be of commercial value.

'Contract Process': a technology or method that belongs to the Project Results.

'Contract Product': a product or service belonging to the Project Results or produced or delivered using a Contract Process.

'Own Contribution': the share in the Project costs that a Party bears, as defined in the Subsidy Decision and further specified in the Project Plan.

'End date': the end date of the Project according to the Subsidy Decision.

'Exploitation': production or distribution of a Contract Product, the application of a Contract Process or licensing of Intellectual Property Rights on Project Results, as well as passing on Know-how to enable the manufacture or use thereof.

'Group': a group as defined in the Program or, in the absence of a definition in the Program, a group wherein a Party is organisationally linked to other legal entities or partnerships, as stipulated in article 24b Volume 2 of the Dutch Civil Code.

'Group company': a legal entity or partnership to which a Party is linked in a Group, as stipulated in article 24b Volume 2 of the Dutch Civil Code.

'Commencement Date': the date on which the Project proposal is submitted to the Subsidy Donor.

'Intellectual Property Rights': industrial property rights, copyright and related rights.

'Know-how': a unit of non-patented practical information, deriving from experience and research, which is secret, real and identified; "secret" means that the know-how is not generally known or easy to obtain; "real" means that the know-how contains information that is indispensable to the manufacture of Contract Products or the application of a Contract Process; "identified" means that the know-how is described fully such that it can be verified as being secret and real.

'Research and Development': the acquisition of Know-how in respect of products or methods, the execution of theoretical analyses, systematic studies or experiments, including the experimental production and technical tests of products or methods, the construction of the required installations and the acquisition of Intellectual Property Rights for the results.

'Party/Parties': a party/ the parties to this agreement.

'Agreement': this Agreement and its appendices.

'PCC': the Project Coordination Committee as stipulated in Article 4.

'Project': the project stated in Article 1.1 as defined in the Project Proposal and Subsidy Decision respectively and further specified in the Project Plan.

'Project Component': the claim by a Party to a component of the Subsidy according to the Subsidy Decision and as further specified in the Project Plan, increased by the Party's Own Contribution.

'Project Costs': the costs excluding VAT, insofar as the parties are subject to VAT, including the 8% contribution to Dinalog (with a maximum of € 160,000 excl. VAT), excluding sales tax, according to the Subsidy Decision and the Project Plan, which are related to the execution of the Project.

'Project plan': the plan established by the Parties in which the Project, the budgeting of the Project Costs, the Project Component and Own Contribution of each party are described.

'Project Results': all the results that derive from the execution of the Project by the Parties, including Know-how and Intellectual Property Rights relating to such results, and which relate to the same area as that to which the Project relates.

'Project Proposal': the proposal for the Project as submitted by or on behalf of the Parties to the Subsidy Donor.

'Program': the research, development and/or demonstration program, including later changes and supplements as stated in Article 1.1.

'Subsidy': the financial resources extended by the Subsidy Donor according to the Subsidy Decision as a contribution to or payment of the Project Costs to the Parties with a view to executing the Project.

'Subsidy Decision': the decision by the Subsidy Donor in which the Subsidy is extended, as well as every agreement with and every decision of the Subsidy Donor that supplements or executes this, including later changes and supplements.

'Subsidy Donor': the organising body that executes the Program as stated in Art. 1.1.

## **Article 2 - Aim and duration**

- 2.1** The Parties work together for the purpose of executing the Project Proposal.
- 2.2** This Agreement takes effect on the Commencement Date and legally ends after the Parties have fully completed all their obligations to the Subsidy Decision and this Agreement.

- 2.3** If the Subsidy Donor extends the Subsidy only as a supplement to the Program to which one or more conditions or requirements are bound, each Party that as a consequence thereof cannot in all reasonableness be required to execute the Project has the right to dissolve this Agreement in writing with immediate effect with respect to the other Parties, without prejudice to that stipulated in Article 7.1.

### **Article 3 - Coordinator**

The Coordinator is empowered and charged to be responsible for:

- (a) Contacts and correspondence with the Subsidy Donor;
- (b) Administration, reporting and chairmanship of the meetings of the PCC and executing the decisions of the PCC;
- (c) Supervising the progress of the Project;
- (d) Collecting the documents to be delivered by the Parties, such as reports, invoices and cost statements, and submitting these to the Subsidy Donor;
- (e) The timely payments as stated in article 6.2.

### **Article 4 - Project Coordination Committee**

- 4.1** As quickly as possible after the Commencement Date, the Parties will draw up the composition of a Project Coordination Committee (PCC) comprised of one representative of each Party. Once the other Parties have been informed of this, each Party may replace its representative and/or designate a coordinated representative. Each representative has a fixed deputy.
- 4.2** The PCC will be chaired by the representative of the Coordinator. The PCC will decide on the frequency and location of its meetings. In calling a PCC meeting the chairman will send an agenda at least fifteen (15) calendar days in advance. Minutes will be sent immediately to the representatives of the Parties and will be deemed approved if none of the Parties make a written objection to the Coordinator within fifteen (15) calendar days after receipt.
- 4.3** The PCC is charged with:
- (a) supervision of the Project;
  - (b) approval of publications and press releases on the Project and Project Results;
  - (c) making proposals to the Parties concerning:
    - (i) change to the Project plan and the End Date;
    - (ii) notice of default of a Party.

### **Article 5 - Responsibilities of the Parties**

- 5.1** Each Party will promptly acquire for the Coordinator and the PCC the information needed in relation to the execution of the Subsidy Decision in order to fulfil their obligations deriving from this Agreement or as and when requested by the Subsidy Donor in accordance with the Subsidy Decision as well as keep the Coordinator and the PCC informed of such requests by the Subsidy Donor and the response thereto.
- 5.2** Each Party will to the best of its ability:
- (a) execute in good time the tasks ascribed to it, whether or not together with others, in accordance with the Project Plan, and make available in good time information to the other Parties in accordance with the Subsidy Decision and this Agreement;
  - (b) immediately inform the Coordinator and each of the other Parties about any delay in the execution of its tasks;
  - (c) draw up the reports that have to be submitted to the Subsidy Donor according to the Subsidy Decision with the requirements as contained in the Subsidy Decision such that this can be submitted in good time by the Coordinator to the Subsidy Donor.

- 5.3** Notwithstanding that stipulated in Article 8, each Party will (a) to the best of its ability advance the correctness and suitability of the information and materials (including Basic knowledge and Project Results) to be furnished to the other Parties and immediately rectify any error therein of which they have knowledge; and (b) not consciously use the rights of third parties as part of the Project Results without being empowered to do so, but a Party is not deemed to have given any guarantee concerning the sufficiency, correctness or suitability of such information or materials nor the absence of any violation of the rights of third parties that may result from the use of such information or materials.

#### **Article 6 - Costs and Payments**

- 6.1** Notwithstanding everyone's Project component, each Party contributes its own costs that derive from drawing up the Project Proposal, consultation with the Subsidy Donor and execution of the Project.
- 6.2** The Coordinator ensures that within thirty (30) calendar days after receipt of any payment by the Subsidy Donor the share of the payment that is intended for the other Parties is transferred and for this purpose will provide the Coordinator in good time and in writing the submitted bank account of each of the other Parties.

#### **Article 7 - Confidentiality and Publications**

- 7.1** In respect of all information, including Business Data, Basic Knowledge and Project Results, that is extended in confidence either verbally, in written or electronic form, each Party will:
- (a) not use this for any other purpose than in accordance with the Subsidy Decision and this Agreement; and
  - (b) keep this secret and not make it known to a third party without prior written permission from the other Party;

provided that the aforementioned obligations do not apply to information whereby a Party is able to show that this:

- (i) was published or otherwise made publicly available at the moment of receipt;
  - (ii) was published or otherwise made publicly available after receipt through no fault of the receiving Party;
  - (iii) was already without any restriction in possession of the receiving Party;
  - (iv) was legally obtained by a third party;
  - (v) was developed by the receiving Party without any use whatsoever having been made of the information of the other Party;
  - (vi) was or has to be disseminated by application to industrial property rights or by exploiting Project Results in accordance with this Agreement;
  - (vii) must be extended in accordance with the Subsidy Decision to the Subsidy Donor.
- 7.2** A Party involved in the Project (hereinafter further referred to as "Publishing Party") has the right to publish the Business Data, Basic Knowledge and Project Results of another Party with prior written permission of that other Party. The Publishing Party shall submit the manuscript c.q. dissertation to the other Parties at least 30 (thirty) days prior to the intended publication. If, within 30 days after its request for permission, the Publishing Party has not received a written reaction from the other Parties, the permission shall be considered to be given. The permission shall not be withheld by the other Parties unreasonably and shall not prevent the researcher from taking his master or doctoral degree. In the event an objection is raised by a Party, that Party and the Publishing Party shall seek in good faith to agree a solution on a timely basis (maximum sixty (60) days from the request for permission) whereby the objections of that Party will be taken into account and the scientific quality of the publication is maintained.

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

The publication may be postponed for a maximum period of six (6) months, as from the date the request for publication was made, in order for the protection of Intellectual Property Rights.

- 7.3** The secrecy obligations in this article shall be valid for the duration of this Agreement and for a period of 5 (five) years after termination of this Agreement.

#### **Article 8 - Liability and Indemnity**

- 8.1** Subject to intention or gross negligence, liability by each Party towards the other Parties is limited to the contribution of its Project Component.
- 8.2** Insofar as the Subsidy Donor in accordance with the Subsidy Decision makes claim to a repayment of the Subsidy, indemnity or damages on behalf of one or more Parties, each Party against whom a claim can be attributed for a shortcoming or that Project Component to which that claim relates indemnifies each of the other Parties against that, on the understanding that the liability of that Party is at all times restricted to its Project Component. The excess will be borne by the other Parties in proportion to their Project Component. Insofar as it cannot be established that the claim can be attributed to the shortcoming of one or more Parties, the amount to which the Subsidy Donor in accordance with the Subsidy Decision makes a claim will be borne by all Parties in proportion to their Project component.
- 8.3** Should a Party make use of any Project Result or apply such or give third parties the opportunity to use such or have it used or apply it, that Party shall indemnify the other Parties for claims made on its behalf or any claims of third parties with regard to any such damage.

#### **Article 9 - Guidelines concerning project results and / or Intellectual Property (Amended and adopted by the Dinalog Executive Board on May 12, 2010)**

- 9.1** Intellectual Property (IP) applies to any product in the broadest sense originating from the project, which can be designated as know-how or to which Intellectual Property Rights apply or can be established, products such as, but not limited to, works produced, inventions made, data collections created, models or programs and software developed. If a project produces a Project Result in the form of IP, Dinalog uses the following principles:
- 9.2** If in a project within the scope of generated Project Results any Intellectual Property is generated, Dinalog must be informed of this immediately by means of a so-called Invention Disclosure Form (see Dinalog website).
- 9.3** Rights to Intellectual Property that were already present with one of the parties before the start of a project (so-called 'Background'), remain the property of the particular party. If necessary for the execution of a project, a party will, only for use within the project, contribute any rights to Intellectual Property already present free of charge.
- 9.4** If one of the parties needs to avail itself of Background of the other parties, for the exploitation and / or use of Project Results generated or to be generated, parties have to make agreements concerning this between them, laid down in, for example, an agreement between parties; Dinalog is not a party in this.
- 9.5** With regard to proceeds, Project Results in the form of Intellectual Property accrue to the person / party that generated them within the project, but they are owned and managed by Dinalog. With regard to proceeds, joint Project Results accrue to the Parties that generated these jointly in relation to their relative contribution to the generation of the Project Result, but they are owned and managed by Dinalog.

- 9.6** Dinalog assesses, together with the parties that generated the Intellectual Property, based on the Invention Disclosure Form whether protection of Intellectual Property is useful and desirable. Dinalog ensures the acquisition and the registration on behalf of the parties that have generated this in Dinalog's name and at Dinalog's expense of any form of Intellectual Property Rights to the Project Results that qualify for this. The parties involved must render their full cooperation with this.
- 9.7** Dinalog takes initial care of and bears the expenses for the maintenance and exploitation of these rights, but will attempt to transfer these rights, as described below in article 9.11, to parties that are interested in (commercial) exploitation and will also attempt to cover at least the costs incurred or generate additional proceeds.
- 9.8** For the knowledge institutions that have contributed to the realization of the particular Project Results in the form of Intellectual Property, use for education and research purposes is always free of charge.
- 9.9** For the companies that have contributed to the realization of the particular Project Results in the form of Intellectual Property, own use of these Project Results, whether or not for internal use and / or for commercial use and exploitation is free of charge at all times. This free-of-charge right concerns a non-exclusive non-transferable right, however on the understanding that if the company wishes to make use of this, it must compensate Dinalog for the costs incurred and to be incurred for the establishment, maintenance and exploitation of the Intellectual Property or accept these costs. This free-of-charge right does not include the right to grant licenses to third parties or the exploitation of these rights to third parties.
- 9.10** For the partners in the project that have not contributed to the realization of the Project Results, own use, not being the granting of licenses to third parties or the exploitation of these rights, is 'royalty bearing', but the contribution this particular partner has made in cash or in kind to the project as a whole should be taken into consideration here.
- 9.11** As the manager / owner of Project Results in the form of established Intellectual Property, Dinalog will transfer these (in licenses and / or sale) on market terms or to knowledge institutions on reasonable conditions. When offering to parties, Dinalog will employ the following order:
- First of all, for exclusive commercial purposes or for the acquisition of the right to grant licenses, on top of the already acquired right as a partner to free use as described in article 9.9, an offer will be made to the companies involved in the project that have contributed to the realization of the particular Project Results, taking into account the contribution already made to the realization of these Projects Results.
  - Subsequently, for commercial purposes, on top of the already acquired right as a partner to free use as described in article 9.8, an offer will be made to the knowledge institutions involved in the project that have contributed to the realization of the particular Project Results, taking into account the contribution already made to the realization of these Project Results.
  - Subsequently, for commercial purposes, whether or not exclusive, an offer will be made to the other partners involved in the project within which the Project Results were generated, taking into account the contribution already made to the project as a whole.
  - Subsequently, for commercial purposes, an offer will be made to third parties at current market fees.
- 9.12** The Project Results or Intellectual Property Rights can only be transferred by Dinalog to whichever party, after consultation and coordination through the coordinator of the project with the partners that have generated the Intellectual Property and after consultation with the (other) partners in the joint venture.

**9.13** The proceeds that Dinalog receives from the exploitation or transfer of Project Results or Intellectual Property is, after deduction of the costs incurred and a reasonable (management) fee for Dinalog, fully intended for the partners that have generated it. Dinalog will take care of the settlement. The party that has paid for acquiring rights as mentioned in item 10 does not receive a share of the proceeds that they have paid themselves.

#### **Article 10 - No transfer and outsourcing; Liability for Group Companies**

**10.1** Without prior written permission from the other Parties, a Party is not empowered, with the exception of a Group company, to:

- (a) transfer in full or in part the rights and/or obligations that it derives from this Agreement;
- (b) to outsource in full or in part the performance of any of the work based on this Agreement.

**10.2** Each Party remains liable for fulfilling the obligations for its Group Companies that derive from the Subsidy Decision and this Agreement.

**10.3** If and as soon as a Group Company no is longer part of the Group, the rights of the Group Company become null and void as stipulated Article 9.3, 9.4 and 9, but the rights of the Parties as stated in the stipulations remain.

#### **Article 11 - No exclusiveness**

Notwithstanding the obligations that derive for the Parties from the Subsidy Decision and this Agreement, each Party is free at all times whether by assignment, with subsidy or in cooperation with a third party to operate in the same area with a third party as the same area to which the Project relates and in any other area.

#### **Article 12 - Termination**

**12.1** Notwithstanding that stipulated in this Agreement and Volume 6 of the Dutch Civil Code, none of the Parties is empowered to terminate this Agreement or its participation in the Project unless the Party has obtained the prior written approval of the other Parties and the Subsidy Donor.

**12.2** If and when:

- (a) a Party is culpable of failing to fulfil its obligations under this Agreement or the Subsidy Decision and is unable to rectify this shortcoming within sixty (60) days after being considered, in writing, to be in default by the other Parties; or
- (b) a Party is declared bankrupt or has been given a suspension of payment or application for such has been submitted to the court.
- (c) has transferred control of the Party or its business directly or indirectly to a third party;
- (d) the business of a Party has been shut down or liquidated; or
- (e) the Subsidy Decision has been withdrawn by the Subsidy Donor on behalf of a Party;

the other Parties have the joint right to dissolve this Agreement in writing and with immediate effect in full or in part of behalf of that Party.

- 12.3** If and insofar as this Agreement is dissolved on behalf of a Party on the grounds of Article 12.2:
- (a) the other Parties are entitled, subject to approval by the Subsidy Donor, to take over the rights and obligations of that Party from the Subsidy Decision and this Agreement, to redistribute and/or transfer to a third party the Project component and to receive the payments from the Subsidy Donor relating thereto; and
  - (b) the rights of that Party and its Group Companies become null and void as stated in Article 9.3, 9.4 and 9.5 but the rights of the other Parties as stated in the stipulations remain.

**Article 13 - Whole agreement; changes**

- 13.1** Everything that has been agreed among the Parties before or on the Commencement Date concerning the subject of this Agreement has been established exclusively in this Agreement. This Agreement may only be changed or supplemented by virtue of a written agreement legally signed by the Parties and is subject to approval by the Subsidy Donor.
- 13.2** In the event of mutual conflict the following prevail, in this order: (1) the Program; (2) the Subsidy Decision; (3) the Project Plan; (4) this Agreement.
- 13.3** If any stipulation of this Agreement is, in the opinion of the competent court or institution, null and void, not binding, invalid, prohibited or not executable, the other stipulations of this Agreement will insofar as possible remain fully effective and the Parties will attempt to reach agreement on an alternative stipulation to replace the stipulation considered null and void, not binding, invalid, prohibited or not executable.

**Article 14 - Disputes and Applicable Law**

- 14.1** All disputes that may arise pursuant to this Agreement, or to further agreements that may be the consequence thereof, will be arbitrated by the competent court in the Netherlands.
- 14.2** Dutch law applies to this Agreement.

**As drawn up and signed in ..... copies,**

(1) <Company name Leading partner>

name:	<Name signer>	name:	<Name signer>
position:	<Name position>	position:	<Name position>
signature:		signature:	

date: ..... date: .....

(2) Company name

name: .....

position: .....

signature:

date: .....

{Include all partners}

**Annex 8 Accountant's Statement model  
(to be enclosed when submitting a full proposal)**

*The text below can serve as an example for your accountant.*

In accordance with your request, as well as with the guidelines described in the 'Guide for Project Plan and Program Tender' ancillary to Dinalog's innovation programs, you hereby receive a written statement following the preliminary consultations and the verifiable character of the project ..... for the period ..... up to and including .....

Our work consisted of assessing the intended administrative organization and contained measures of internal control (AO/IC) in order to ascertain if the set-up of this AO/IC met with the requirements laid down in the regulations.

Our conclusion is: .....

It should be noted here, perhaps unnecessarily, that ..... as the coordinator for this project is responsible for a comprehensive project administration including the source documents, like time sheets, on which it is based. To ensure the completeness and accuracy of the costs qualifying for a grant contained in the final account, we advise you to instruct the participating parties concerning the manner of documentation and the timely supply of documents to .....

The 'Guide for Project Plan and Program Tender' states that the coordinator will present a copy of our findings as a result of the AO/IC assessments with the grant application to the body granting the subsidy.

**Annex 9 Accountant's Report model  
(to be used for an awarded project)**

## Accountant's Report

Issued for Dinalog

### Instruction

We have audited the accompanying final financial report authenticated by us for the period (period) of the project (project name, project code) of (coordinator's name) in (domicile). These financial statements are the responsibility of (coordinator's name)'s management. Our responsibility is to express an opinion concerning the faithfulness of the costs and proceeds accounted for in the final financial report.

### Work

We conducted our audit in accordance with the audit principles generally accepted in the Netherlands. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the costs and proceeds in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

### Opinion

In our opinion, the costs and proceeds presented in the financial statement were realized in the period (project commencement and end date), refer directly to the project (project name) and were calculated accurately with due regard for the criteria and additional grant terms stated in the allocation letter and Guide for Project Plan and Program Tender.

Place and date  
Accountant's name  
Signature

## **Annex 10 Explanation Dinalog's Themes**

For a description of the main themes we refer to:

- the final report of the Van Laarhoven committee,
- the final report of the Top Team Logistics
- the roadmaps that are part of the innovation contract for logistics (available on the Dinalog website by the end of December 2011 under this specific R&D Call 4).

For downloading the reports please Ctrl+click this hyperlink: [R&D Call 4: Guide, formats & relevant reports](#)).

## **Annex 11 Form for an SME check**

A template for the SME check is available in digital format on the Dinalog website (Ctrl+click this hyperlink: [R&D Call 4: Guide, formats & relevant reports](#)). A completed and signed form by the participating SME must be submitted with the full proposal.