

## Landsteiner Stichting voor Bloedtransfusieresearch

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### GRANT CONDITIONS FOR SCIENTIFIC RESEARCH PROJECTS

The objective of Landsteiner Stichting voor Bloedtransfusieresearch is to grant scientific research projects, as laid down in article 3.1 of the by-laws:

*“The objective of the foundation: the promotion of scientific research, particularly of a fundamental nature, in the field of blood transfusion, and in the fields of blood, blood products, haematologic disorders and related disorders, insofar as these subjects are related to blood transfusion and transplantation of blood cells, including clinical experimental research.*”

Applications for grants are assessed by the Scientific Advisory Council (hereinafter referred to as SAC), which has been appointed by the Board of the Foundation (hereinafter referred to as the Board). The assessment is made on the basis of the criteria set by the SAC and which have been approved by the Board. The Board, after having heard the advice from the SAC, will either decide in favour or against granting. Obtaining a grant is subject to the Grantee accepting the grant conditions and signing the Grant Agreement.

The terms and conditions below for Research Projects granted by Landsteiner Stichting voor Bloedtransfusieresearch (LSBR) are effective for grants obtained on or after 1 November 2015.

In those circumstances not provided for by these terms and conditions, the Board decides.

#### **Article 1 Definitions**

The following terms are defined as stated below:

- a. **Board:** the Board of Landsteiner Stichting voor Bloedtransfusieresearch.
- b. **Gross salary:** the salary exclusive of allowances, holiday pay and social charges.
- c. **Grantee:** the organisation (legal entity under private law with full legal capacity, or a legal entity under public law), with whom the LSBR has entered into a Grant Agreement. The Grantee must be a Dutch research institute.
- d. **Project Leader:** Natural person at the Grantee who is ultimately responsible for and charged with completing the Grant Application and who is in charge of the Research Project. He/she must be permanently employed by the Grantee. A Grant Application must be co-signed by the financial director of the research institute (Grantee).
- e. **Researcher(s):** the natural person(s) charged with the execution of the research.
- f. **Research Project:** the submitted research proposal which, in its definitive form, after obtaining a grant, serves as departure point for the reports and assessments. The same applies to research projects within the framework of the fellowship programme.
- g. **Grant Agreement:** agreement to grant, entered into between the LSBR as grant provider and the Grantee as the grant recipient, in which the terms and conditions described below are declared applicable.
- h. **Grant Application:** the submitted research proposal in accordance with the standard LSBR form, in which the relevant data are stated for assessment purpose. The same applies to applications within the framework of the fellowship programme.
- i. **Award Letter:** The written notification by the LSBR confirming the granting, including the approved budget for the Research Project, the Grant Agreement and the grant conditions.
- j. **Scientific Advisory Council:** The SAC advises the Board on the scientific quality of the Grant Applications. The SAC operates in accordance with a set procedure.

## **Article 2 General terms and conditions**

**2.1** If financial support for the Research Project or parts thereof has also been applied for with and granted by another organisation, the Grantee or the Project Leader must notify the LSBR thereof. The LSBR reserves the right to consult the relevant organisation to understand how the project will be financed.

### **2.2 Commencement and execution**

The Research Project must be executed in accordance with the plan approved by the LSBR, which plan forms part of the Grant Application, and must start within six months of the Award Letter having been sent. The grant is withdrawn if the Research Project does not start within this six-month term. In special cases this term can be extended at the discretion of the LSBR. Every change in the plan must be submitted to the LSBR for approval in advance. The infrastructure needed for the granted Research Project must be present within the relevant research institute and continue to be present throughout the term of the project. In the event of drastic changes in infrastructure and/or staff employment within the research institute (or changes which can be reasonably foreseen), the Grantee or the Project Leader must notify the LSBR thereof in writing as soon as possible. If for the execution of the research approval is required from a committee for medical ethical and/or animal experiments, the LSBR must be sent a copy of the decision demonstrating that the research has been approved. Payment of grants is subject to receipt of evidence of this approval.

### **2.3 Term and financing**

In principle, financing is granted for the requested period of research, subject to a maximum term of four years (48 months). The total term of a project of 48 months can extend over a maximum of five consecutive calendar years. An LSBR fellowship is subject to a maximum term of five years, which can extend over a maximum of six consecutive calendar years. The grant for the fourth and fifth year of an LSBR fellowship must be supported by a positive evaluation of the research results by the SAC after the first three years and a matching of 50% by the research institute.

**2.4** The granting applies for the actual costs incurred for the Research Project, subject to the maximum or maxima referred to in the Award Letter. The transfer of items within the granted total amount, other than as provided for in article 5.3, is possible, subject to the written approval of the LSBR.

In the event of financing, the LSBR does not deem itself bound to employment contracts and collective agreements.

In order to execute the granted Research Project, the Grantee must employ or recruit personnel for employment.

## **Article 3 Payment**

**3.1** The LSBR does not participate in agreements entered into between the Association of Universities in the Netherlands (VSNU), the Dutch Federation of University Medical Centres (NFU) and collection box funds.

### **3.2 Expense claims**

Expense claims must be submitted with reference to the project number and the relevant period. After the start of the Research Project, the Grantee, at the end of each calendar quarter, must, within four months, submit to the LSBR a sufficiently specified expense claim of the actual costs in the past quarter.

When submitting expense claims for staff expenses, the name of the employee, the gross salary, social charges and the additional surcharge costs (see article 3.3 for an explanation) must be stated separately. When submitting expense claims, the Grantee must declare that the expense claims are related to actual costs incurred or correctly calculated flat-rate expense allowances, and that these have been found to be in order.

In the event of purchase of equipment, copies of the invoices must be sent. Material costs can be claimed as set out in the approved budget. The expense claim(s) of the final quarter are paid subject to the timely receipt of a proper final report. Expense claims can be submitted only up to 4 months after termination of the project.

### **3.3 Additional costs**

An amount of 16% of staff expenses can be claimed for allocatable additional costs incurred for personnel hired for the project, viz., 16% of the gross salary including social charges. Allocatable additional costs are understood to be: costs for recruitment and selection, relocation expenses, training expenses, fit-out costs such as office equipment, copying, presentation, PR expenses and office expenses such as office materials, postage, telephone charges, page charges, reprints and Open Access publication costs.

### **3.4 Inspection**

The Grantee undertakes to fully cooperate in any accountant audit instructed by the LSBR to investigate the spending of the grants, the costs of which audit will be at the expense of the Grantee.

## **Article 4 Hiring of personnel**

**4.1** Personnel at the expense of the grant must be in or entering the employment of the Grantee. The classification must be in accordance with the usual grading locally, provided that in the event of appointment the salary scale and seniority may not be exceeded (see **4.2** salary costs).

Throughout the grant period, a granted employment place must be occupied by the same person as much as possible. The LSBR must always as soon as possible be notified in writing of the appointment and dismissal of granted staff, as well as in the event of long-term illness. Assigning personnel granted by the LSBR other tasks (education, practical instructions, routine work etc.) on a more than occasional basis within the allotted time period is not permitted. Ancillary activities, however small, may not give rise to the research being delayed. Researchers hired for an LSBR Research Project cannot act as (co-)project leaders, with the exception of fellowship researchers.

Once a Researcher is appointed for the execution of a Research Project, the LSBR must be notified thereof in writing. The following information must be provided: project number, the name of the project employee involved, the nature of the appointment: scientific personnel (WP), PhD candidate or non-scientific personnel (NWP), the appointment date or commencement date of the project, the applicable salary (scale + seniority), gross monthly salary and any part-time factor.

### **4.2 Salary costs**

Within the framework of granting Research Projects, the LSBR applies a methodology outlined below to calculate the maximum reimbursement of the salary costs incurred by the Grantee. The salary costs are calculated as follows:

Salary costs of junior scientific staff (jWP) are reimbursed for a maximum period of four years, subject to a maximum of scale 10 of the NU collective agreement. Salary costs of senior scientific personnel (sWP) are reimbursed for a maximum period of three years, subject to a maximum of scale 11 (NU collective agreement). With regard to PhD candidates, gross salaries applicable to that end must be claimed (NU collective agreement, scale 10, salary numbers 0 to 4). Reimbursement for non-scientific staff (NWP) will be paid for a maximum of two years (1.0 FTE), subject to a maximum of scale 7 (NU collective agreement).

In the event of an LSBR fellowship, a maximum amount of money will be granted within which the applicant (fellow) will be free to hire a PhD candidate, post-doctoral researcher or technician for the duration of the Research Project.

If the NU collective agreement does not apply, appointments can be made in scales that are in keeping with the aforesaid scales as much as possible. However, the granted maximum amounts of money may not be exceeded.

### **4.3 Social charges**

The statutory mandatory employer's contributions are reimbursed as a mark-up percentage for additional staff expenses, subject to a maximum of 37% of the gross salary.

This mark-up percentage reimburses the following costs: social charges, holiday pay, redundancy pay, disease risk, relocation expenses, bonuses, national travel expenses, death allowance, social activities, reimbursement of medical expenses.

The salary for replacement of personnel in the event of illness or maternity leave of the hired employee will not be reimbursed.

**Article 5 Other costs****5.1 Consumer goods, Conference visits, Education PhD candidate**

A maximum of EUR 16,000 per year may be included in the budget for consumer goods. A maximum of EUR 1250 per year may be included for conference visits. Consumer and conference expenses are reimbursed on the basis of fully documented expense claims (see 3.2 expense claims).

**5.2 Equipment**

Investments deemed standard for the Grantee do not qualify for financing by the LSBR. Examples include PCs, refrigerators, water baths and centrifuges.

**5.3** Within the granted budget of a Research Project, expenses can be mutually exchanged. For example, budgets for analytical support can be used for the appointment of a more expensive post-doctoral researcher or a higher equipment credit for the project concerned. Departure points therein are that scientific personnel is hired for the full project term, unless otherwise agreed at the start of the Research Project and the LSBR has approved this in writing in advance. Other conversions can be made without approval, subject to the condition that the project is not compromised in terms of quality (to be determined on the basis of progress reports) and any additional costs as a result of such conversions are covered by sources outside the LSBR.

**Article 6 Reporting**

**6.1** The Project Leader must submit a written report on the progress of the Research Project and the results of the first twenty-four months. This report must be in the possession of the LSBR no later than 3 months after the first two research years, or no later than the date agreed with the LSBR. In the event of Research Projects with a term of two years, this report at the same time serves as the final report. The report must be drawn up in English and follow all the work plan elements as closely as possible. A format form is available to that end. The report must contain as much specific data as possible, so that the SAC is able to assess the progress of the research in all its facets. If results have been described in (draft) publications arising directly from the granted research, reference can be made to this, provided digital copies of the relevant manuscripts or publications are enclosed. The grant for the fourth and fifth year of an LSBR fellowship must be supported by a positive evaluation of the research results by the SAC after the first three years and a matching of 50% by the research institute.

**6.2** After the end of the Research Project, the Grantee or Project Leader will issue the LSBR with a final report within three months, or no later than on the date agreed with the LSBR. The final report must be drawn up in English and signed by the Grantee and the Project Leader. A format form is available to that end. The final report must contain as much specific data as possible, so that the SAC is able to assess the research results in all its facets. If results have been described in (draft) publications arising directly from the granted research, reference can be made to this, provided digital copies of the relevant manuscripts or publications are enclosed. The final report must be submitted to the SAC for evaluation. If within three months (or no later than on the date agreed with the LSBR) after the end of the project no proper final report has been received, an important condition has not been met and the LSBR reserves the right to discontinue grant payments and to demand full or partial repayment of previous amounts paid.

The end of the final report must contain a brief (half A4) summary of the set-up of the research, results and interests. The summary must be written in plain Dutch and English, which is easy to understand for laymen. This summary - possibly after editorial standardisation - will be published on the LSBR website.

**Article 7 Publications, lecturers and posters**

**7.1** The results of the Research Project must be published in a commonly accepted manner, preferably in international, public literature. In addition, the results (or a summary thereof) can be published as an article in an appropriate Dutch magazine, if applicable.

**7.2** Every publication, lecture or poster on the granted research must clearly state that the research was made possible thanks to the financial support of the Landsteiner Stichting voor Bloedtransfusierecherche (Landsteiner Foundation for Blood Transfusion Research).

**7.3** Scientific publications can only be used as result of a Research Project, if at least one of the persons, whose salary costs are or were granted by the project, is co-author and provided the support by the LSBR is stated. By way of exception, instead of authorship for a technician working on the project, reference to his or her contribution in the Acknowledgements section of the publication would suffice.

### **Article 8 Publicity and information**

**8.1** If the Project Leader or Grantee wishes to make the Research Project results available to the public domain by means of a press release, press conference, radio, TV or otherwise, prior consultation must take place with the LSBR, so as to provide the LSBR with an opportunity to indicate how it wishes to be portrayed in the media. The Grantee must comply with these instructions of the LSBR. The Grantee ensures that in all cases it is clearly stated that research was made possible thanks to the financial support from the LSBR. The codes of conduct for researchers in health research and in biomedical research and the media apply, as laid down in the “Good Behaviour” code by the Advisory Council on Health Research, the Research Regulations Committee (COREON), Epidemiology Association (VvE) and the Federation of Medical Scientific Societies (FMWV) in the Netherlands.

**8.2** If the LSBR has reason to bring the research results into the public domain, it will be done in consultation with the Project Leader or the institution he or she is affiliated to. The Project Leader, if so requested, is obliged to prepare a summary of the results of his or her research, in plain Dutch that is easy to understand for laymen. The LSBR ensures that in all cases clear reference is made as to who and which institute conducted the research.

### **Article 9 Patent and licensing rights**

**9.1** If the Grantee or Project Leader have reason to believe that knowledge, results and other forms of know-how created or obtained within the framework of the Research Project qualify for patent protection and/or protection by other intellectual property rights (such as copyrights and database rights), the Grantee must immediately notify the LSBR thereof, in writing. In that case, the Grantee and the LSBR will conduct reasonable consultations regarding the valorisation of such rights and the proceeds to be generated through it. The departure point will be that the proceeds thus to be generated will first be applied to repay the LSBR the grant paid within the framework of the Research Project.

**9.2** If the Grantee fails to fulfil the obligation as referred to under **9.1** and if during or after the term of the Research Project it appears that the Grantee generates proceeds by exploiting the know-how and/or intellectual property right as referred to in article **9.1**, which proceeds, according to the LSBR, form a substantial part of the costs of the Research Project, as incurred by the Grantee, the LSBR can request the Grantee to repay the grant paid by the LSBR. The Grantee must immediately comply with such a request.

### **Article 10 Change and premature termination of the research**

**10.1** Upon granting, the LSBR reserves the total amount granted for the duration of the Research Project. In the event of unexpected developments after the start of the research, which require the Research Project to be terminated pre-maturely or which require the set-up of the research and/or the budget to be changed, the Grantee or Project Leader must notify the LSBR thereof in writing. Changes as referred to above require prior approval of the LSBR.

**10.2** If the Grantee terminates the Research Project prior to its completion, the Grantee or Project Leader, within three months of this termination, must provide the LSBR with a report on the results achieved to date, which report must be as complete as possible, and, if so requested, provide the LSBR with the data that enables the LSBR to have the research completed by third parties.

In the event of premature termination of a Research Project, the LSBR reserves the right to claim back some or all of the grant already made available. In its decision making on this

matter, the reason of premature termination, the research results achieved and the assessment of the possibility to have the research completed by another high-quality research institution, can play a role.

**Article 11 Liability**

The Grantee indemnifies the LSBR against third-party claims on the subject of claims and damage suffered and to be suffered by third parties as a result of the research and the corresponding publications and/or other forms of publicity made by or on account of the Researcher.

**Article 12 Withdrawal of the grant**

**12.1** In all cases in which the Grantee fails to meet one or more of these Grant Conditions, or fails to do so completely, the LSBR can unilaterally terminate the Grant Agreement and claim back some or all of the payments already made.

**12.2** In the event of other circumstances occurring which, in the reasonable opinion of the LSBR, render the successful completion of the project unlikely, the LSBR may decide to prematurely terminate the Grant Agreement. In the event of such situation occurring, the LSBR will notify the Grantee thereof in writing. Costs incurred after the date of the correspondence referred to no longer qualify for reimbursement.

**Article 13 Applicable law**

The aforesaid grant conditions and corresponding Grant Agreement are governed exclusively by Dutch law. Any disputes will be brought before the competent Court in Amsterdam.