



PROJECT AGREEMENT

IN RELATION TO SOLAR TO PRODUCTS PROJECT “Electrochemical reduction of CO₂ to ethylene” (733.000.008)

AN AGREEMENT made between

Shell Global Solutions International BV,

having its office at Kessler Park 1, 2288 GS Rijswijk, The Netherlands, duly represented by [REDACTED] 5.1.2e hereinafter referred to as “Shell”; shell contract reference number PT76580

The Netherlands Organisation for Applied Scientific Research (TNO),

having its office at Anna van Buerenplein 1, 2595 DA Den Haag, the Netherlands, in this matter duly represented by [REDACTED] 5.1.2e hereinafter referred to as “TNO”;

(together hereinafter referred to as the “Private Partner(s)”)

and

University of Twente,

having its office at PO Box 217, 7500 AE Enschede, duly represented by [REDACTED] 5.1.2e hereinafter referred to as “UT”;

Leiden University,

having its office at Rapenburg 70, 2311 EZ in Leiden, duly represented by [REDACTED] 5.1.2e hereinafter referred to as “LU”;

and

Universiteit Utrecht, a legal entity established under the laws of the Netherlands and governed by public law under section 1.8 of the Higher Education and Research Act (*Wet op het hoger onderwijs en wetenschappelijk onderzoek*) and having its registered offices at Heidelberglaan 8, Utrecht, the Netherlands, for the benefit of the department of Chemistry of the Faculty of Science in this matter duly represented by [REDACTED] 5.1.2e head of said department, hereinafter also referred to as “**Universiteit Utrecht**”;

(together hereinafter referred to as the “Knowledge Institute(s)”)

(together with the Private Partners referred to as “Project Partners”)

and

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

(together with the Project Partners hereinafter referred to as “the Parties”)

RECITALS

1. NWO supports the activities of the “Topsector Chemie” and “Topsector Energie” financially through, amongst other programmes and activities, the programme SOLAR TO PRODUCTS. Projects may be funded when they meet the quality standards and requirements set forth by NWO.
2. The Board of NWO Chemical Sciences, or its lawful successor, is entitled under the law to take granting decisions on behalf of the NWO General Board, or its lawful successor. It will act according to the “NWO-Regeling Subsidies” (**Appendix 2**) and has the responsibility that procedures are carried out accordingly.
3. Article 4:33, sub a, of the “Algemene wet bestuursrecht” states that the receiver of a grant may be obliged by the grant decision to cooperate to the conclusion of an additional agreement as meant in Article 4:36 of the “Algemene wet bestuursrecht” to arrange for essential issues on the execution of the project for which the grant is received.
4. Each SOLAR TO PRODUCTS project selected to be executed will, therefore, receive grants only after the signing of a *Project Agreement* between the Private Partners, the Knowledge Institutes and NWO, in which they agree, amongst other things, on ownership of results and IP transfer.
5. The Parties wish to cooperate under the terms and conditions of this Project Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Article 1 – Definitions

The following expressions shall have the meanings specified.

1.1 “Affiliate”

in relation to a Private Partner shall mean any company which at the time in question

(a) directly or indirectly controls or is controlled by the Private Partner; or

(b) is directly or indirectly controlled by a company that also directly or indirectly controls the Private Partner; and for the purposes of this definition, a company controls another company if such company has the power to direct or cause the direction of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise.

“Affiliate” with respect to Shell means (a) Royal Dutch Shell plc and any entity other than Shell which is at the time in question directly or indirectly controlled by Royal Dutch Shell plc. For the purpose of this definition, a particular entity is (i) directly controlled by another entity or entities if that latter entity owns or those latter entities together own fifty percent (50%) or more of the ownership interest of, or of the voting or contractual rights in, the particular entity; and (ii) is indirectly controlled by an entity or entities if a series of entities can be specified, beginning with that latter entity or entities and ending with the first mentioned entity, so related that each entity of the series (except the latter entity or entities) is directly controlled by one or more of the entities earlier in the series and (b) any company which is managed or operated by Shell or a company as defined above in (a) and/or has a service agreement with a company as defined in (a) above, pursuant to which it pays or recovers on a cost sharing basis a proportion of certain of the costs of Shell or such company pursuant to a cost allocation key;

1.2 “Agreement”

This Project Agreement including its annexes concluded between the Parties, the signing of which is a prerequisite to start the Project.

1.3 “Anti-Bribery Laws”

Anti-Bribery Laws means all applicable laws that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person

1.4 “Authorized Representative”

Authorized Representative means a director, officer, employee or consultant of the Receiving Party and/or an Affiliate thereof who has a “need to know” the Disclosing Party’s Confidential Information with respect to achieving the goals of the Project.

1.5 “Background Information”

In relation to a Project Partner means any and all information and materials which are not publicly available when disclosed under this Agreement, as well

as intellectual property rights pertaining to such information and materials that are

- (a) developed or obtained by the Project Partner prior to the commencement of the Project, or
- (b) developed or obtained by the Project Partner subsequent to the commencement of the Project, but independently of the Project, or
- (c) acquired by the Project Partner from a third party subsequent to the commencement of the Project,

in each case only when offered by the Project Partner as potentially suitable for use by the Parties in pursuit of the Project, but only in pursuit of the Project, and listed in **Appendix 5** to this Agreement.

- 1.6 "Board of NWO Chemical Sciences"
Board of the Council for Chemical Sciences of the Netherlands Organisation for Scientific Research, or its lawful successor.
- 1.7 "Commercial Use"
Commercial exploitation of the Results aimed at generating income, such as by the sale of products or services incorporating the Results. For the avoidance of doubt, Commercial Use does not include performing research using the Results not aimed at directly generating income
- 1.8 "Confidential Information"
Confidential Information shall have the meaning as described in Article 7.1.
- 1.9 "Disclosing Party"
Disclosing Party shall have the meaning ascribed to it in Article 7.1
- 1.10 "Effective Date"
The signing date by NWO, being the last Party to sign the Agreement.
- 1.11 "Financial Contribution"
Monetary (In-Cash) contribution by each Private Partner to NWO as set forth in **Appendix 1** to this Agreement, in order to co-fund the Project.
- 1.12 "FRAND"
Fair, reasonable and non-discriminatory terms.
- 1.13 "Grant"
Grant to the Project including the Financial Contribution, as approved by the Board of NWO Chemical Sciences, set forth in **Appendix 1** to this Agreement.
- 1.14 "Goal Zero"
Goal Zero means the principle of relentlessly pursuing no harm to people and no significant incidents;
- 1.15 "In-Kind Contribution"
Any contribution other than a Financial Contribution, including, but not limited to contributions in the form of man hours, materials and (use of) equipment, as set forth in **Appendix 1** to this Agreement. Rules for participation with an In-Kind Contribution are set forth in **Appendix 3** to this Agreement.

1.16 “Invention Costs”

Documented actual out-of-pocket and labour costs related to and specified in the Grant, as incurred by the Inventing Partner in performing the research that has led to the Results for which a patent application is filed and covering that portion of the Project period beginning with the development of an inventive concept and means of carrying out that concept, which concept and means of carrying out that concept are communicated to an Authorized Representative of the Inventing Partner who is not a co-inventor, and continuing until a priority patent application is filed on such invention. In case the invention is an improvement of an existing priority patent forthcoming from the Project, the period begins with the date on which such existing priority patent application is filed and continues until a priority patent application is filed that includes claims to such improvement.

1.17 “Inventing Partner”

The Project Partner that employs the person(s) who make(s) a contribution to an inventive concept and means of carrying out that concept or generates knowhow, data or materials.

1.18 “PPP Committee”

Committee of academic and industrial experts, as appointed by the Board of NWO Chemical Sciences, or its lawful successor, which is involved in the monitoring of the funded initiatives.

1.19 “Patent Family”

Any patent applications filed and any patents granted which originate from the same priority document, which patent application(s) and patent(s) include claims to an invention.

1.20 “Project”

The research to be executed by the Knowledge Institute(s) and the Private Partners as described in the Project Description and as approved by the Board of NWO Chemical Sciences.

1.21 “Project Budget”

The entire budget consisting of Financial and In-Kind Contributions as provided in **Appendix 1**.

1.22 “Project Description”

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

1.23 “Project End Date”

The ultimate date on which Project activities can be executed.

1.24 “Project Partners” or “Project Partner”

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

1.25 “Punitive Liability”

Punitive and/or exemplary damages, fines and/or penalties payable by a Party as ordered by a court of competent jurisdiction or any applicable government authority.

1.26 “Receiving Party”

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

1.27 “Related Party”

Related Party means in relation to a party: (a) any of its Affiliates; (b) any person employed by that party or its Affiliates; (c) any director or other officer of that Party or its Affiliates; and (d) any person acting for or on behalf of that party or its Affiliates.

1.28 “Results”

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

1.29 “Term”

Term shall have the meaning ascribed to it in Article 9.2.

1.30 “Trade Control Laws”

Trade Control Laws means all applicable laws concerning the import, export or re-export of goods, software or technology, or the direct product thereof.

Article 2 – Cooperation under this Agreement

- 2.1 The Parties' cooperation under the Project shall be subject to the terms and conditions of this Agreement unless explicitly otherwise provided or unless application of the provisions of this Agreement contravene with the European rules concerning state aid, or the “NWO-Regeling Subsidies” (**Appendix 2** to this Agreement), in which case the latter two regulations shall prevail over this Agreement.
- 2.2 Each Party undertakes to take part in the efficient implementation of the Project and to cooperate, perform and fulfil, promptly and on time all of its obligations as described in this Project Agreement as may be reasonably required from it and in a manner of good faith.

Article 3 – Funding

- 3.1 Throughout the Term, each Private Partner shall pay to NWO the Financial Contribution set forth in **Appendix 1** to this Agreement. NWO shall invoice the Private Partner for its Financial Contribution on or before the dates specified in said Appendix.
- 3.2 With respect to the invoicing referred to in Article 3.1, Private Partner(s) will provide NWO with the information and, if applicable, purchase orders, as set forth in **Appendix 1** to this Agreement.
- 3.3 The Financial Contribution mentioned in **Appendix 1** includes any and all overhead, taxes, charges, duties and governmental levies. NWO will not charge any VAT; on the invoices, NWO will explicitly state that the Financial Contribution is free of VAT.

- 3.4 NWO shall apply the Financial Contributions to grant the Project according to the Project Description as set forth in **Appendix 1**.
- 3.5 In case a Private Partner makes an In-Kind Contribution, as approved by NWO and as set forth in **Appendix 1**, said Private Partner shall account for this In-Kind Contribution as set forth in **Appendix 1**. If a Private Partner fails to account in such a way for (a part of) the In-Kind Contribution, (that part of) the In-Kind Contribution will be deemed not to have taken place and NWO will invoice said Private Partner for this (part of) the In-Kind Contribution as if it were a Financial Contribution.
- 3.6 NWO will start the payment of the Grant to the Project only after the Effective Date and after it has received a completed starting form (startformulier, see granting letter (**Appendix 1.b**)). The Grant can only be used for costs made after the Effective Date. Appointment by a Knowledge Institute before the allowed start date of any personnel to be paid from the Grant is for the risk and on the expenses of that Knowledge Institute.
- 3.7 Disbursements on behalf of the Project Budget are only possible until the Project End Date, unless
- a) the approved budget includes a financial reservation to be paid after the Project End Date,
 - or
 - b) the Grant closure decision by NWO allows – on request of the Project Leader - explicitly a specific payment to be disbursed ultimately on a date after the date of the Grant closure decision,
- provided (in both cases) that the commitment concerned has been made before the Project End Date.

Article 4 – Project Organisation, Management and Progress Monitoring

- 4.1 The Parties shall appoint a principal investigator¹ from one of the Knowledge Institutes ("Principal Investigator"). The Principal Investigator is responsible for the scientific quality and progress of the research performed in the Project. The name of the Principal Investigator shall be included in **Appendix 1**.
- 4.2 The Parties shall appoint a project manager from (one of) the Private Partner(s) ("Project Manager"). The Project Manager monitors, together with the Principal Investigator, the Project progress and is responsible for managing the process of obtaining economic and/or societal value out of the Results. The name of the Project Manager shall be included in **Appendix 1**.
- 4.3 The Project Manager, together with the Principal Investigator, shall organize and conduct Project meetings according to the project plan specified in the Project Description (**Appendix 1.a**) at least once per calendar year. The milestones and deliverables of the Project, that shall be used for project monitoring, shall be included in **Appendix 4**. [The secondment plan, which is an integral part of the Project Description, shall be specified in **Appendix 4**.]
- 4.4 The Board of NWO Chemical Sciences, as advised by the PPP Committee, shall evaluate the Results of the Project on the basis of the short monitoring reports in accordance with Articles 4.3 and 5.7. Following the outcome of the evaluation, the Board of NWO Chemical Sciences, or its lawful successor, may give, in accordance with the provisions of the "NWO-Regeling Subsidies" (**Appendix 2**), further (binding) indications to the Principal Investigator of substantive or financial nature concerning the

¹ The 'principal investigator' = the 'project leader' as defined in article 4.1.3 of the NWO-Regeling Subsidies (Appendix 2).

execution of the Project, after also having consulted the Private Partner(s) to the Project.

- 4.5 In case the start or the progress of the Project is delayed due to non-scientific reasons, e.g., long-term absence of personnel assigned on the Project or absence of appropriate supervision, or due to the Knowledge Institute not complying with the “NWO-Regeling Subsidies” (**Appendix 2**), NWO shall inform the Project Partner(s) about this situation. In such case NWO will discuss all possible solutions with the Project Partners and take a decision on the continuation of the Project.
- 4.6 In case the Board of NWO Chemical Sciences, after having discussed with Project Partners, due to a non-reparable delay of the Project or due to gross non-compliance of the Knowledge Institute as meant in Article 4.5, decided in accordance with the provisions of the “NWO-Regeling Subsidies” (**Appendix 2**) not to spend the remaining Project Budget within that Project, NWO will withdraw that remaining budget from the Project and – to the extent applicable – return the remaining budget to the Private Partner(s) in accordance with their contribution. In such case this Agreement will terminate with immediate effect vis-à-vis all Parties, notwithstanding the provisions of Article 9.4.

Article 5 – Intellectual Property

Background Information

- 5.1 Subject to Article 5.2, the Project Partners may make Background Information available for use within the Project. If they decide to do so, a written non-confidential summary of the Background Information shall be provided in a Background Information Notification annexed to this Agreement (**Appendix 5**) or, if the Background Information is introduced during the Project, in an additional Notification, before disclosing and/or introducing such Background Information. In case listed Background Information is not available or only limited available for commercial use of the Results, this must be reported in sufficient detail in said Notification(s).
- 5.2 Before disclosing any Background Information to any of the other Project Partners, the disclosing Project Partner shall inform the other Project Partner's primary point of contact as mentioned in Article 16 in writing of the nature of such Background Information by means of a non-confidential summary. The other Project Partners shall be entitled to refuse to receive such Background Information. If one or more other Project Partners inform the relevant Project Partner in writing, within one (1) month after receiving the written non-confidential summary, that they refuse to receive such Background Information, the relevant Project Partner shall withhold from disclosing the Background Information to such one or more other Project Partners.
- 5.3 If the Project Partners determine that a portion of the Background Information owned by one Project Partner (the “Contributing Project Partner”) and made available for use in the Project, is needed by another Project Partner (the “Receiving Project Partner”) to enable the Receiving Project Partner to perform its obligations under this Agreement, the Contributing Project Partner shall, following receipt of a written request from the Receiving Project Partner, grant to the Receiving Project Partner a limited licence to use only that portion of the Contributing Project Partner's Background Information and only for the purpose and duration of this Project. The limited licence, prior to and only valid until conclusion of this Agreement shall be non-exclusive, non-transferable, non-sublicensable and royalty-free.
- 5.4 In case a Project Partner needs access to (a portion of) the Background Information notified pursuant to Article 5.1 and recorded in **Appendix 5**, owned by another Project Partner, for the Commercial Use of the Results, the Contributing Project Partner shall,

following receipt of a written request from the commercialising Project Partner, provided this request is made within the Term, or, if this Agreement has been terminated, within twelve (12) months after termination of this Agreement, and to the extent the Contributing Project Partner is legally able to do so, grant the commercialising Project Partner a non-exclusive, non-transferable licence under mutually acceptable, FRAND (fair, reasonable and non-discriminatory), royalty-bearing terms with the right to grant sublicenses to Affiliates, toll manufacturers and customers, under the Background Information solely in so far as such licence is necessary for the Commercial Use of the Results, determined as a result of good faith, arms-length negotiations, which licence shall not unreasonably be withheld. Any compensation due to the Contributing Project Partner shall be for the sole use and benefit of the Contributing Project Partner.

- 5.5 Each Project Partner shall remain owner of and shall retain control of any and all of its Background Information which it makes available to other Project Partner(s) under Article 5 of this Agreement.
- 5.6 For the avoidance of doubt, nothing in this Agreement is intended to oblige any Project Partner to provide or disclose any Background Information for the benefit of the Project other than the Background Information listed in **Appendix 5**.

Results/Foreground Information

- 5.7 The Project Partners shall report the Results shortly – in writing – to each other and to NWO, but only via their primary point of contact as mentioned in Article 16, on an annual basis using the Reporting form (available on www.nwo.nl/innovatiefondschemie), or more frequently as appropriate and/or agreed between or among the Project Partners.
- 5.8 The starting point is that Project Partners are jointly entitled to the Results subject to the provisions of Article 5.9.
- 5.9 The Private Project Partner(s) are in the position to claim, where possible, user, access or ownership rights to the Results generated by the Knowledge Institutes, depending on its/their amount of Financial and, if applicable, In-Kind Contribution (together “Contribution”) to the Project. The following percentage categories hold:
 - Cat.1. From 0% to 10% private Contribution, the Private Partner cannot claim any ownership rights. Private Partner(s) only has/have rights to use the Results for internal, non-commercial purposes as set forth in Article 5.10, subject to the provision in Article 8;
 - Cat. 2. From 11% to 30% private Contribution, the Private Partner(s) have an option right for ownership right on the patented or non-patented Results. If this option right will be executed by Private Partner(s) (following the provisions in this Article 5), Private Partner(s) must pay to the Knowledge Institute(s) a market conform financial compensation for acquiring this ownership right, as determined in Article 5.14. Each Partner may deduct its Contribution to the Project from the compensation negotiated;
 - Cat. 3. From 31% to 50% private Contribution, the Private Partner(s) will receive – in addition to the option right as meant in Cat. 2 above – a non-exclusive, royalty-free right for Commercial Use of the Results.

The amounts specified in the Grant (NWO funding including private Contribution(s)) (see **Appendix 1**) are the basis for the calculation of the percentages for the percentage categories in this Article 5.9.

- 5.10 While all Results shall be jointly owned by the Parties, the Parties acknowledge and agree that all Project Partners and their Affiliates shall have an irrevocable, worldwide, perpetual non-exclusive, royalty-free, right to use and/or have used on their behalf the Results for internal research purposes, excluding contract research for Commercial Use but including research in national and EU-funded subsidy projects, and educational purposes, whether patented or not, for the duration of the Project and thereafter, without the consent of any of the other Parties, for or in connection with their use, without the right by a single Party to take along a part of the Results in case this Party leaves the Project. NWO does not have the intention to build a patent portfolio.
- 5.11 Promptly after a Project Partner becomes aware of the existence of any potentially patentable Result(s) it has generated, it shall report said Result(s) to the other Project Partners and NWO in an "Invention Disclosure Form" (model available on www.nwo.nl/innovatiefondschemie) but only via their primary point of contact as mentioned in Article 16.
- 5.12 If a patent application can be prepared and filed based on Results from the Project, which patent application(s) contain(s) claims deemed by at least the Project Partner(s) that desire(s) to obtain ownership rights therein (the "Interested Project Partner(s)") to be novel and inventive at the time of filing a priority patent application, the Interested Project Partner(s) will acquire a right, title and interest to file (a) patent application(s), at the costs and for the risks of the Private Parties, in respect of those Results against a realistic market conform financial compensation and the Parties will arrange for appropriate actions for execution of this right as necessary. If an Interested Project Partner is interested in obtaining ownership of an invention embodied in the claims of such priority patent application(s), the Interested Project Partner shall inform the other Project Partner(s) and NWO of its interest in writing within one (1) months after having received the written report pursuant to Articles 5.7 and 5.11 and will have a two month period after the term to express interest to actually file a patent application. If no Project Partner has expressed its interest, the Results in question shall be available for publication subject to the provisions of Article 8.

In the case that the Interested Project Partner(s) want to stop or withdraw from the application procedure, prosecution or maintaining the patent, a grant back option is given to the inventing Knowledge Institute to take over the patent application with no compensation to the Interested Project Partner(s).

- 5.13 The Private Partner(s) has/have priority over the Knowledge Institute(s) in determinations of which an Interested Project Partner acquires the right to apply for, secure and maintain patent protection. If there is more than one Interested Project Partner, the Interested Project Partners shall agree between or among themselves as to either (a) whom of them will be granted the exclusive right to seek patent protection and/or, as appropriate, becomes the owner of the priority patent application(s) and any subsequent patent application(s) that claim(s) priority from said priority patent application(s) or (b) joint ownership of the same.
- 5.14 The Interested Project Partner(s) that has/have decided to apply for patent protection and has/have obtained the right to file (a) patent application(s) according to this Article 5 (also known as the "Filing Partner(s)") will have the right to draft, file and prosecute any patent application(s) in consultation with the Inventing Partner. In the case that the Interested Project Partner(s) want to stop or withdraw from the application procedure, prosecution or maintaining the patent, a grant back option is given to the inventing Knowledge Institute to take over the patent application with no compensation of costs already made by the Interested Project Partner(s).

Reasonable requests for information / assistance will be honoured by the other Project Partner(s) and NWO at no additional cost to the Filing Partner. The Filing Partner(s) will file the patent application(s) in its/their own name and at its/their own costs or in the

name and/or at the costs of an Affiliate or other third party nominated by the Filing Partner.

- 5.14. For acquiring the right to file the patent application(s), the Filing Partner(s) shall pay to Inventing Partner a realistic, market conform financial compensation. This compensation shall be determined as a result of good faith, arms-length negotiations between the Filing Partner(s) and the Inventing Partner(s). Items to be considered in the negotiations are, e.g., the Invention Costs, the relative Financial Contributions of the Filing Partner(s) toward these costs, the share of the Filing Partner(s) in the production the Results to be patented, the costs made by the Filing Partner(s) for filing the patent application(s), the perspectives on Commercial Use (both costs and profits expected), and the willingness of the Filing Partner(s) to grant licences on the patent rights to the other Project Partners with respect to Commercial Use of the patented Results to the benefit of society, the terms of which licences shall be FRAND.
- 5.15 If a Project Partner, that is not a Filing Partner, and/or any of its Affiliates wants to commercially exploit the Results, the Filing Partner(s) will grant such Project Partner and/or its Affiliates a non-transferable, non-exclusive licence under any Patent and/or Patent Application in respect of the Results, in so far as such licence is necessary for the Project Partner to commercially exploit the Results, the terms of which licence shall be FRAND.
- 5.16 For the avoidance of doubt, any subsequent results, generated by a Project Partner and/or any of its Affiliates based on its allowed use of (a portion of) the Results, are exclusively owned by that Project Partner and/or its Affiliate, notwithstanding Article 5.10.
- 5.17 The Project Partners shall collect and preserve until 5 (five) years after the conclusion or termination date of the Project documentary evidence that, where applicable, a market-conform financial compensation has been negotiated between the Project Partners. NWO has the right to ask the Project Manager for this documentary evidence where it is involved in state aid questions.
- 5.18 Until five years after the termination of the Project, NWO will be entitled to request the Project Partners for information on whether and to what extent they have made Commercial Use of any Results.

Article 6 – Payments of financial compensation and licence fees

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

Article 7 – Confidentiality

- 7.1 Confidential Information as used herein shall mean only that information, whether technical, commercial or economic, disclosed under this Agreement by a Party and/or its Affiliates (the "Disclosing Party") to another Party and/or its Affiliates (the "Receiving Party"), either in a writing marked as "Disclosing Party [insert name of Party making the disclosure] Confidential Information" or if disclosed in non-written form, with contemporaneous identification of such non-written information as confidential to the Disclosing Party and subsequent reduction to, or summarization in, a writing delivered to the Receiving Party within thirty (30) days after such non-written disclosure, and shall include this Agreement .

- 7.2 Before disclosing any Confidential Information to any Receiving Party, the Disclosing Party shall inform the Receiving Party's primary point of contact as mentioned in Article 16 of the nature of such information. The Receiving Party, acting in good faith, shall be entitled to refuse to receive such Confidential Information (for example, to avoid contamination of the Receiving Party's and/or its Affiliates' existing know-how) and, to the extent that the Disclosing Party does disclose Confidential Information to the Receiving Party after the Receiving Party has indicated that it does not wish to receive such information, the Receiving Party and its Affiliates shall (in the absence of further written agreement) be entitled to regard such information as non-confidential and be free to use and disclose it entirely as they see fit and for any purpose.
- 7.3 Receiving Party shall:
- solely use the Confidential Information for the performance of its obligations under this Agreement;
 - not analyse or have analysed any of the samples delivered under this Agreement other than necessary for the performance of its obligations under this Agreement.
 - not disclose or make accessible any Confidential Information to any third party, without the prior written consent of the Disclosing Party, but may disclose such Confidential information to its Authorized Representatives which have agreed to be bound by substantially the same obligations as defined hereinabove;
 - inform the Disclosing Party by return to which Authorized Representatives the Confidential Information will be disclosed;
 - not apply for patents or any other rights in the field of industrial property covering any of the Confidential Information furnished to it.

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

- information which the Receiving Party can prove to have been in its possession prior to the disclosure thereof by the Disclosing Party and which was not obtained directly or indirectly from the Disclosing Party;
- information which the Receiving Party can prove that it either was part of the public domain through publication or otherwise before receipt of the same under this Agreement by the Disclosing Party, or thereafter becomes part of the public domain by publication or otherwise through no fault of the Receiving Party;
- information which the Receiving Party can prove by documentary (including any digital media by which information can be preserved) evidence that it was received by it from a third party imposing no restriction as to disclosure and which did not acquire any such information directly or indirectly from the Disclosing Party.
- information which the Receiving Party can prove by documentary (including any digital media by which information can be preserved) evidence was developed by employees of the Receiving Party or its Affiliates who are not directly or indirectly involved with this Agreement and did not have any access to Confidential Information.
- information which is independently developed by Receiving Party without any use of or benefit from the Confidential Information and such independent development can be documented by Receiving Party with written (including any digital media by which information can be preserved) records.
- information which is required by law, judicial or arbitral process, regulatory authority or the rules of a recognized stock exchange to be disclosed, provided that, to the extent legally permissible, the Receiving Party gives the Disclosing Party prior notice of such requirement to disclose and a reasonable opportunity to obtain a protective order and the Receiving Party takes the necessary steps to minimize the extent of disclosure.
- Information which has been disclosed in breach of Article 5.2 and/or Article 7.2.

- 7.4 Upon the first request of Disclosing Party, Receiving Party will return to the Disclosing Party or destroy any and all of Disclosing Party's Confidential Information that Receiving Party obtains under this Agreement save that Receiving Party may retain one copy of Disclosing Party's Confidential Information for the sole purpose, in the event of a future dispute, of proving what information it did or did not receive hereunder.
- 7.5 Receiving Party shall promptly notify the Disclosing Party in writing upon the occurrence of any unauthorized disclosure or use of Confidential Information or any other breach of this Agreement of which it becomes aware.

Article 8 – Publication and publicity

- 8.1 The Project Partners shall, throughout the duration of the Project, take appropriate measures to ensure suitable publicity for the Project in order to highlight the NWO financial support. Any notice or publication by the Project Partners about the Project, including at conferences or seminars, must specify that: "This research received funding from the Netherlands Organisation for Scientific Research (NWO) in the framework of the Solar to Products programme". Notwithstanding the foregoing, there shall be no publicity relative to Project Results without approval by the other Project Partners as set forth in Article 8.2.
- 8.2 The Project Partners acknowledge that the (employees of the) Knowledge Institutes have the responsibility to publish or by other means make public all or part of the Results generated under this Agreement. To that end the following publication procedure is applicable. All intended publications from the Project, including but not limited to publications (by employees or students) of the Knowledge Institute(s), including but not limited to scientific papers and conference presentations, shall be previously submitted for approval to the (other) Project Partners. Within four (4) weeks from receiving said submission, Project Partners will respond to the request to publish. If within said period of four (4) weeks no Partner has objected to the draft publication, the publication shall be deemed approved. If within said four (4) weeks the Project Partners indicate they do not agree with the intended publication, they will mention the reason for this, and they are, within two (2) months from receiving said submission, entitled to:
- 8.2.1 in case of a concrete possibility for a priority patent application, postpone the publication for a period of maximally six (6) months from receiving said submission in which period a patent application can be submitted; and/or
 - 8.2.2 request deletion of any of its Confidential Information confined to Background Information, with which request the publishing Project Partner shall comply, however without affecting the scientific integrity of the publication.
- 8.3 Any notice or publication by the Project Partners, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that NWO is not liable for any use that may be made of the information contained therein.
- 8.4 NWO shall be authorized to publish, in whatever form and on or by whatever medium, including the Internet, the following information:
- the names of the Project Partners, provided that only accurate full names of the Project partners are used;
 - the title of the Project;
 - the name(s) of the scientist(s) in charge of the Project;
 - the name(s) of the researchers funded under the Project;
 - the general purpose of the Project in the form of the popular summary provided by and approved by all Project Partners;
 - the amount granted (the Grant) and the total Project budget.

- 8.5 Upon a reasoned and duly substantiated request by one of the Project Partners, NWO may agree to forego such publicity if disclosure of the information indicated above would risk compromising the Partner's security or commercial interests.
- 8.6 Each Party agrees not to use each other's name, trademarks, or logos in any public communications without the prior written consent of the relevant Party.

Article 9 – Term/Termination

- 9.1 This Agreement shall come into force on the Effective Date.
- 9.2 The Agreement shall remain in force until the date of termination or the date of conclusion of the Project ("the Term") through a Grant closure decision, *i.e.* until the final settlement of the grant by NWO.
- 9.3 This Agreement may be terminated with respect to a Party prior to the termination due to Article 9.2, in the event of:
- 9.3.1 bankruptcy or a moratorium of payments (for more than 90 days) or entering into a debt rescheduling arrangement of a Party, immediately upon the occurrence of the relevant event and the Party's contribution cannot be taken over by one of the other Parties or the necessary finances to do so are not available; or
- 9.3.2 a Party's continuing failure to perform its obligations under this Agreement after being requested by a notice in writing to do so within a term of two months.
- Notwithstanding the foregoing, a Private Partner may at any time terminate this Agreement without cause with a prior written notice of three months, provided that it pays any unpaid part of its Financial Contribution at the date it effectively terminates this Agreement. The Private Partner that terminates this Agreement before the conclusion of the Project is also bound to other rights and obligations under this Agreement, as set forth in Article 9.4.
- 9.4 Rights and obligations under this Agreement which pursuant to their nature shall survive this Agreement, including but not limited to the obligation by a Private Partner to pay the Financial Contribution, remain in force after termination or expiration of this Agreement as set forth in this Article 9, while the rights and obligations pursuant to Articles 7 and 8 shall expire five (5) years after the end date of this Agreement.
- 9.5 Each Partner terminating this Agreement before the conclusion of the Project will immediately cease all use of Background Information of another Party, as described in Article 5, and is bound to keep its own Background Information listed in **Appendix 5** to be available for use by all Project Partners during the Project Term.

Article 10 - Governing Law & Dispute Resolution

- 10.1 This Agreement and the relationship hereunder between the Parties shall be exclusively interpreted in accordance with and governed by the laws of the Netherlands.
- 10.2 The Parties shall endeavour to settle amicably any and all disputes regarding or stemming from this Agreement. If an amicable solution cannot be reached, the disputes shall be brought exclusively before the court in The Hague, The Netherlands.

Article 11 – Warranties / Limitation of Liability

- 11.1 Each Project Partner agrees and acknowledges that, to the fullest extent permitted by law, the other Project Partners make no representation or warranty as to the accuracy or completeness of any Background Information and shall not be liable, in negligence or otherwise, for any damage arising from or in connection with any use made by other Project Partners of such Background Information or any allegation that such use infringes any third party intellectual property right or otherwise. This Article does not apply to claims, losses, or damages relating personal injury or property damage.
- 11.2 Project Partners do not accept any liabilities for damage or loss which arises due to the fact that the Results do not qualify for patenting or because rights of third parties are infringed when applying the Results. This Article does not apply to claims, losses, or damages relating personal injury or property damage.
- 11.3 Except in case of gross negligence, wilful misconduct or breach of the warranties pursuant to the Articles 11.1, the maximum aggregate liability of a Project Partner shall be equal to its share in the overall Project Budget. Furthermore shall none of the Parties be liable to the other for their indirect, special, exemplary, indirect, incidental, consequential or punitive liability of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, except in case of gross negligence or wilful misconduct and even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party.

Article 12 – Amendments

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

Article 13 – Waivers

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

Article 14 – Severability

If any covenant, obligation or term hereunder or the application of any part of this Agreement to any person, party or circumstance shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Agreement or the application of such covenants, agreements or obligations other than those which are held to be invalid or unenforceable shall not be affected thereby; and each covenant, obligation and agreement contained herein shall be separately valid and enforceable to the full extent permitted by law. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering into this Agreement may be realized.

Article 15 – Force Majeure

None of the Parties will be responsible for delays resulting from causes beyond the reasonable control of such Party, including, without limitation, fire, explosion, flood, war,

strike or riot; provided that the nonperforming Party uses its reasonable efforts to avoid or remove such causes of non-performance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed. Illness and disease of individuals involved in research activities to be performed in this Project cannot be adduced as Force Majeure.

Article 16 – Notices

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

if to Shell:

Shell Research and Technology Centre:

Grasweg 31, 1031 HW Amsterdam, The Netherlands

email: [REDACTED] 5.1.2e [REDACTED]@shell.com

attention: [REDACTED] 5.1.2e

if to TNO:

TNO

Leeghwaterstraat 44, 2628 CA Delft

email: [REDACTED] 5.1.2e [REDACTED]@tno.nl

Attention: [REDACTED] 5.1.2e

if to the University of Twente:

University of Twente

MESA+

PO Box 217, 7500 AE Enschede

email: [REDACTED] 5.1.2e [REDACTED]@utwente.nl

Attention: [REDACTED] 5.1.2e

if to the Leiden University:

Leiden University

Leiden Institute of Chemistry

PO Box 9502, 2300 RA Leiden

email: [REDACTED] 5.1.2e [REDACTED]@chem.leidenuniv.nl

Attention: [REDACTED] 5.1.2e

if to the Utrecht University:

Utrecht University
Debye Institute for Nanomaterials Science
Inorganic Chemistry and Catalysis
Universiteitsweg 99, 3584 CG Utrecht
email: 5.1.2e@uu.nl
Attention: 5.1.2e

if to NWO:

THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO)
Laan van Nieuw Oost-Indië 300, 2593 CE, Den Haag, The Netherlands
Email: solar-to-products@nwo.nl
Attention: 5.1.2e

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

Article 17 – Assignment

The Parties shall not assign this Agreement or any part thereof without the prior written consent of the other Parties; provided, however, that:

- i) a Private Partner may assign this Agreement with consent of the other Parties to any of its Affiliates; and
- ii) a Party may assign this Agreement without such consent but with notification of the other Parties in connection with the transfer or sale of substantially its entire business to which this Agreement pertains (or in the event of its merger or consolidation with another company).

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

Article 18 – HSSE

- 18.1 Parties shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules (**Appendix 6**).
- 18.2 Whenever Parties' personnel are on a worksite of another Party they shall behave in a manner which is consistent with the rules of that Party. Whenever Parties are on a Shell worksite they shall behave in a manner which is consistent with Shell's requirements for the management of health, safety, security, and the environment set forth herein as well as any related rules, procedures or codes of practice in force at the relevant worksite. The Parties shall at all times be aware of the Goal Zero principle and Shell's Life Saving Rules.

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

Article 19 – Business Principles; Supplier Principles; Code of Conduct

- 19.1 Each Party acknowledges that it has (a) received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at <http://www.shell.com/sgbp>) and the Shell Supplier Principles (or alternatively taken note of the Shell Supplier Principles at <http://www.shell.com/suppliers>) (collectively the “**Business Principles**”); (b) received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at <http://www.shell.com/codeofconduct>); and (c) been made aware of the Shell Global Helpline at http://www.shell.com/report_concerns/index.html. Each Party agrees that it will adhere to the principles contained in the Business Principles (or where other Parties have adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of Shell in connection with the Agreement and the business resulting therefrom. In the event that Shell or any of its Related Parties supply staff that work on behalf of Shell or represent Shell, each Party commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct. Each Party will notify Shell immediately if it becomes aware of any behavior by Shell staff, Parties or their Related Parties which is, or may be, inconsistent with the Business Principles, the Shell Code of Conduct or, where the Party has adopted equivalent principles, their equivalent.
- 19.2 At Shell's request, Partner will provide information to Shell as required to complete and fully respond to Shell's usual supplier questionnaires and due diligence to confirm compliance by Parties and their Related Parties with Business Principles. As part of Shell's due diligence, Parties will grant Shell or its representatives reasonable access to Parties' facilities and sites which is necessary in order to review a Parties compliance with this Article 19.

Article 20 – Compliance with Anti-Bribery Laws; Internal Controls; Trade Control Laws

- 20.1 Each Party represents and warrants that, in connection with the Agreement or the business resulting therefrom: (a) it is knowledgeable about Anti-Bribery Laws applicable to the performance of the Agreement and will comply with all such laws; (b) neither it nor a Related Party have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.
- 20.2 Each Party undertakes to immediately notify other Parties if in connection with the Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage of the type mention in Article 20.1(b).

- 20.3 Shell confirms that its appointment of other Parties was expressly made on the basis that Anti-Bribery Laws and the Business Principles would not be violated. Each Party acknowledges that the contents of the Agreement may be disclosed by Shell to third parties for the purposes of demonstrating compliance with this Article.
- 20.4 Each Party and its Affiliates shall maintain adequate internal controls and procedures to assure compliance with Anti-Bribery Laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.
- 20.5 Each Party acknowledges that it is familiar with and will comply with all applicable Trade Control Laws. Without prejudice to the foregoing, other Parties will provide Shell, in writing, with the relevant Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any dual-use or military items (i.e. goods, software, or technology) as well as Harmonized System Codes for any items provided pursuant to this Purchase Order. Unless otherwise agreed between the parties, each Party shall be responsible for obtaining all necessary import and export licenses as required by applicable Trade Control Laws for any goods, software, or technology provided by or on behalf of that Party pursuant to this purchase order. Where such licenses or authorizations are obtained, each Party shall provide Shell written notice of all applicable conditions, including but not limited to those restricting the further export, use or release of the goods, software or technology. Each Party, shall indemnify, defend, and hold harmless the other Parties, and Related Parties from and against any and all losses, damages, costs (including legal fees), claims, expenses, fines and penalties incurred or suffered as a result of Party's non-compliance with Trade Control Laws.

AS WITNESS WHEREOF, each of the duly authorised officers of the Parties signed 6 copies of this page, such that in total 36 copies have been signed, each with only one signature by the appropriate Party. A complete set of this Agreement comprises 6 of these copies with the signatures of the different parties.

Amsterdam, this day of

11 September 2017 | 15:55 BST

Shell, represented by

DocuSigned by:

5.1.2e

—75E9C9F84204484...

5.1.2e

AS WITNESS WHEREOF, each of the duly authorised officers of the Parties signed 6 copies of this page, such that in total 36 copies have been signed, each with only one signature by the appropriate Party. A complete set of this Agreement comprises 6 of these copies with the signatures of the different parties.



day of

12/9/17

AS WITNESS WHEREOF, each of the duly authorised officers of the Parties signed 6 copies of this page, such that in total 36 copies have been signed, each with only one signature by the appropriate Party. A complete set of this Agreement comprises 6 of these copies with the signatures of the different parties.

day of ,

5.1.2e

05-09-2017

AS WITNESS WHEREOF, each of the duly authorised officers of the Parties signed 6 copies of this page, such that in total 36 copies have been signed, each with only one signature by the appropriate Party. A complete set of this Agreement comprises 6 of these copies with the signatures of the different parties.

, this

day of

27/9/2017

Leiden University, represented by

5.1.2e



AS WITNESS WHEREOF, each of the duly authorised officers of the Parties signed 6 copies of this page, such that in total 36 copies have been signed, each with only one signature by the appropriate Party. A complete set of this Agreement comprises 6 of these copies with the signatures of the different parties.

Utrecht this

6th day of *September 2017*,

Utrecht University, represented by



5.1.2e

Den Haag, this _____ day of _____, _____
THE NETHERLANDS ORGANISATION FOR SCIENTIFIC RESEARCH (NWO)

Solar to Products Project Agreement NWO project nr 733.000.008

APPENDICES TO THIS AGREEMENT

APPENDIX 1 – Project Description, Project Budgets and Private Partners' Contribution

APPENDIX 2 – 'NWO-Regeling Subsidies' (in Dutch, and translation in English)

**APPENDIX 3 – 'Regeling In-Kind bijdragen door private partijen in Projecten
gefinancierd uit het Innovatiefonds Chemie' (in Dutch, with English translation)**

APPENDIX 4 – Milestones, Deliverables and Secondments

APPENDIX 5 – Background Information Notification

APPENDIX 6 – Shell Life Saving Rules

APPENDIX 1 Project Description, Project Budgets and Private Partner Contributions

NWO Project number: 733.000.008

Project title: *Electrochemical reduction of CO2 to ethylene*

Principle Investigator: [REDACTED] 5.1.2e

Project Manager: [REDACTED] 5.1.2e

Project Description: attached as Appendix 1.a

Granting letter of NWO to this Project (dd. 01-09-2016, doss.nr. 733.000.008): copy attached as Appendix 1.b

Granted budget* (Maximum Subsidy) to this Project a total of [REDACTED] 5.1.2b,5.1.2i

[REDACTED] 5.1.2b,5.1.2i

Programme Management Costs NWO: [REDACTED] 5.1.2b,5.1.2i

Total cash Budget (Granted Budget plus Programme Management Costs NWO): €

[REDACTED] 5.1.2b,5.1.2i

Total Project Budget (Total cash Budget plus In-Kind Contributions): [REDACTED] 5.1.2b,5.1.2i

[REDACTED] 5.1.2b,5.1.2i

* The Granted Budget is subject to the general conditions set forth in the "NWO-Regeling Subsidies" prevailing at the moment of granting of the project (= version dated "December 2015"), attached as Appendix 2 to this Agreement, and the additional conditions specified in the Granting letter of NWO to this project, attached as Appendix 1.b.

Private Partners to this Project and their Contribution to the Project budget**TNO:**

a total amount of [REDACTED] 5.1.2b,5.1.2i, including:

- an amount of [REDACTED] 5.1.2b,5.1.2i *In-Cash* (Financial Contribution), which will be part of the Total cash Budget as described above in this Appendix 1.

Shell:

a total amount of [REDACTED] 5.1.2b,5.1.2i including:

- an amount of [REDACTED] 5.1.2b,5.1.2i *In-Cash* (Financial Contribution), which will be part of the Total cash Budget as described above in this Appendix 1.

The Payments of Financial Contribution(s)

The Private Partner(s) will pay its/their Financial Contribution to NWO in four (4) equal parts.

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

Effective date, 1st April 2018, 1st April 2019, 1st April 2020.

Invoicing procedure

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

TNO:

- Name financial contact:
[REDACTED] 5.1.2e [REDACTED]@tno.nl)
- Telephone number financial contact:
[REDACTED] 5.1.2e [REDACTED]
- Postal and email addresses to be used:
TNO t.a.v. Accounts Payable
P.O. Box 96829
2509 JE THE HAGUE
e-invoice@tno.nl

Shell:

Invoicing instructions Shell:

1. The Purchase Order number and item number must be stated on all invoices, correspondence and delivery documentation. The invoice will be returned in case the purchase order number is not listed.
 2. If the VAT identification number of the receiving Shell entity is stated on this purchase order, we ask that you reference this VAT identification number on your invoice.
 3. All original invoices for payment must be submitted with details of the total amount payable together with banking details and supplier VAT number, and shall be sent to:
Electronically in PDF Format via email, using the following email address: NL27-INVOICES@SHELL.COM
- Requirements for PDF invoices:
- One Invoice or Credit Note per PDF. Note: If more than one document is contained within the PDF file only the first document will be accepted.
 - Multi-page documents must be submitted as one PDF file.
 - File must be received in PDF format. Zip files cannot be accepted.
 - PDF filename should consist of alphanumeric characters and underscores only.
 - PDF filename should be a maximum of 50 characters.
 - PDF version should be 3.0 or above
 - PDF should be of 300 dpi (Dots Per Inch) resolution
 - Only original Invoices/Credit notes will be accepted via the PDF Mailbox e.g. Statements, Demands for Payment, Dunning Letters, etc, should not be sent to this address and will be returned.
 - Documents sent in a changeable format will be rejected (i.e. Word / Excel invoices)
 - Please do not submit both PDF and paper invoice for the same payment, or submit the PDF invoice multiple times, as this can create errors in the payment process and potential delays in payment. The reply mail you get when submitting the PDF invoice is proof that the invoice has been received.

Shell has agreed a payment term of 60 days with NWO

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

The financial contribution is free of VAT

Address:

Netherlands Organisation for Scientific Research
Laan van Nieuw Oost-Indië 300
2593 CE The Hague
P.O. Box 93138
2509 AC The Hague, The Netherlands
www.nwo.nl
IBAN: NL89ABNA0642330824
BIC ABNANL2A ABN AMRO, Rotterdam 64 23 30 824
CoC The Hague 27367015
VAT NL.002305884.B01

Email addresses to be used:

Debiteuren@nwo.nl; solar-to-products@nwo.nl

APPENDIX 2 – ‘NWO-Regeling Subsidies’ (in Dutch, and translation in English)



NWO Regeling Subsidies
versie 1 december 2015



NWO Regulation on Granting
Version 1 December 2015

Den Haag, december 2015
Nederlandse Organisatie voor Wetenschappelijk Onderzoek

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

The Hague, December 2015
Netherlands Organisation for Scientific Research

APPENDIX 3 – ‘Regeling In-Kind bijdragen door private partijen in Projecten gefinancierd uit het Innovatiefonds Chemie’ (in Dutch, with English translation)

(Zoals gepubliceerd in de ‘Gids voor aanvragen uit het Innovatiefonds Chemie 2016-2017’, en tevens van toepassing op projecten binnen het Solar to Products-programma)

Definities

1. Private partijen
Als private partijen worden in deze Regeling in kind bijdragen aangemerkt enerzijds ondernemingen (definitie hieronder) en anderzijds instellingen die onder de voorwaarden geldend voor private partijen mogen deelnemen aan projecten in het Innovatiefonds Chemie (zie paragraaf 3.1)
2. Onderneming
Activiteit van een organisatorisch verband of een persoon gericht op duurzame deelname aan het economisch verkeer met behulp van arbeid en kapitaal en met oogmerk winst te behalen.
3. MKB
De MKB-definitie van de Europese Commissie wordt gehanteerd. Onder een MKB wordt verstaan een onderneming die:
 - minder dan 250 medewerkers heeft, en
 - een omzet heeft die de EUR 50 miljoen niet overstijgt en/of
 - een balanstotaal heeft dat de EUR 43 miljoen niet overstijgt;
 - verder dient rekening gehouden te worden met participaties ($\geq 25\%$) in en van andere ondernemingen die effect hebben op de autonomie van de onderneming.

Documentatie DG Enterprise http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index_en.htm

Bepalingen

1. Mogelijkheid tot deelname in projecten gefinancierd uit het InnovatieFonds Chemie (IFC) door private partijen met in kind bijdragen:
In programma's gefinancierd uit het InnovatieFonds Chemie kunnen private partijen, voor zover aangegeven bij het desbetreffende instrument, participeren met een gedeeltelijke in kind bijdrage onder de volgende voorwaarden:
 - a.
 - voor MKB's dat deze in-kind bijdragen beperkt zijn tot een maximum van 2/3 van hun totale bijdrage aan de onderzoekskosten als vermeld in de door NWO goedgekeurde begroting van het project en het overige deel (minimaal 1/3) een financiële (cash) bijdrage is;
 - voor overige private partijen dat de in kind bijdragen beperkt zijn tot een maximum van 1/3 van hun totale bijdrage aan de onderzoekskosten als vermeld in de door NWO goedgekeurde begroting van het project en het overige deel (minimaal 2/3) een financiële (cash) bijdrage is;
 - b. in kind bijdragen/inspanningen moeten:
 - essentieel zijn voor het project;
 - opgenomen zijn in de door NWO goedgekeurde begroting van de onderzoekskosten van de projectaanvraag waarin de private partij participeert (zie voor in te brengen in kind bijdragen bepaling 3) en vallen binnen één van de onder 3 a t/m c vermelde kostencategorieën.

2. Committering

Indien een private partij zal participeren in het onderzoeksproject met een gedeeltelijke in kind bijdrage zoals hierboven omschreven, zal de private partij zich voor de betreffende in kind bijdrage plus de financiële (cash) bijdrage aan NWO committeren middels een Project Agreement. De toegezegde financiële (cash) bijdrage zal door NWO worden gefactureerd.

3. In te brengen in kind bijdragen

In een onderzoeksproject mogen door private partijen als in kind bijdragen worden ingebracht de volgende rechtstreeks aan het onderzoeksproject toe te rekenen en door de private partij gemaakte kosten (zie ook bepaling 1):

- a. In het kader van het project gewerkte uren:
 - loonkosten, met dien verstande dat wordt uitgegaan van een uurloon, berekend op basis van het jaarloon bij een volledige dienstbetrekking volgens de kolom «loon voor de loonbelasting» van de loonstaat, verhoogd met de wettelijke dan wel de op grond van een individuele of collectieve arbeidsovereenkomst verschuldigde opslagen voor sociale lasten, en van 1650 productieve uren per jaar. Hierover mag een opslag worden opgevoerd voor overige algemene kosten, groot ten hoogste 50 % van de hierboven bedoelde loonkosten. Het hieruit volgende aan het project toe te schrijven uurtarief, inclusief de genoemde 50% opslag voor algemene kosten, is gemaximeerd op € 100. Inbreng van kosten voor begeleiding of voor projectmanagement is mogelijk bij actieve deelname van de beoogde begeleider of projectmanager aan het onderzoeksproject (zie onder 1b).
- b. Kosten van te verbruiken materialen en hulpmiddelen, gebaseerd op de oorspronkelijke aanschafprijzen.
- c. Gebruik van apparatuur en machines:
 - Kosten van aanschaf en gebruik van machines en apparatuur, met dien verstande dat wordt uitgegaan van de aan het project toe te rekenen afschrijvingskosten, berekend op basis van de oorspronkelijke aanschafprijzen en een afschrijvingstermijn van ten minste vijf jaar; kosten van consumables en onderhoud tijdens de gebruikperiode.
 - Kosten van aanschaf en gebruik van machines en apparatuur die niet uitsluitend voor het project zijn aangeschaft, worden slechts als projectbijdragen op de voet van het hier bovenstaande naar rato in aanmerking genomen, indien een door middel van een sluitende tijdschrijving vastgestelde urenverantwoording per machine respectievelijk van de apparatuur aanwezig is.
 - In-kind bijdragen in de vorm van korting op de normale aanschafprijs in het economisch verkeer (list-prijs) van machines en apparatuur. De korting dient dan minimaal 25% van de listprijs te bedragen. De kosten die ten laste gebracht worden van het apparatuurbudget van het project bedragen dan de listprijs verminderd met die korting.

4. Verantwoording van in kind bijdragen

Private partijen dienen hun in kind bijdragen aan NWO te verantwoorden middels een opgave van ingebrachte kosten, te verstrekken aan NWO binnen drie maanden na afloop van het onderzoeksproject waaraan de in kind bijdrage is geleverd. De aanvraag tot vaststelling van de in kind bijdrage dient tegelijkertijd met de aanvraag tot subsidievaststelling door de universitaire partner(s) te worden ingediend, vergezeld van een gezamenlijke eindrapportage. Indien de te verantwoorden in kind bijdrage hoger is dan € 125 dient een accountantsverklaring te worden aangeleverd; in andere gevallen volstaat een schriftelijke verklaring van de procuratiehouder dat de ingebrachte in kind inspanningen daadwerkelijk aan het project zijn toe te schrijven.

Indien de private partij die zich met een in kind bijdrage aan een onderzoeksproject heeft gecommitteerd (een deel van) deze in kind bijdrage uiteindelijk niet inbrengt dan wel niet kan

verantwoorden, zal NWO deze private partij factureren voor (dit deel van) de in kind bijdrage zodat de totaal toegezegde bijdrage gestand wordt gedaan.

‘Arrangement for in-kind contributions by private parties in NWO Projects funded from the NCI Fund’ (English translation)

The preceding original Dutch text in this Appendix 3 as well as in the ‘Guide for proposals for grants from the Innovation Fund for Chemistry’ is the authoritative version. Where the English translation is open to a different interpretation, no additional rights may be derived from it.

Definitions

1. Private parties

Private parties are deemed to be either enterprises (see definition below) or knowledge institutes that are allowed to apply to (see the Guide to the Innovation Fund for Chemistry).

2. Enterprise

Activity of an organisational complex or a person aimed at sustainable participation in economic transactions by means of labour and capital and with the objective of generating profit.

3. SME

The SME definition given by the European Commission is the definition used. SME is understood to refer to any enterprise which:

- has a staff headcount of less than 250, and
- has turnover not exceeding EUR 50 million and/or
- has a balance sheet total not exceeding EUR 43 million;
- furthermore, account should be taken of holdings ($\geq 25\%$) in and of other enterprises affecting the autonomy of the enterprise.

Documentation: DG Enterprise, http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index_en.htm.

Provisions

1. Possibility of participation in NWO research projects funded from the NCI Fund by private parties with in-kind contributions

Private parties can participate in NWO projects funded from the NCI Fund with a partial in-kind contribution provided this is indicated in the Manual to the NCI Fund for the specific programme or project type, under the following conditions:

- a.
 - with respect to SMEs, that such in-kind contribution is capped at 2/3 of their total contribution to the research costs as stated in the project budget approved by NWO and the other part (at least 1/3) is a financial (cash) contribution;
 - with respect to other private parties, that the in-kind contribution is capped at 1/3 of their total contribution to the research costs as stated in the project budget approved by ACTS and the other part (at least 2/3) is a financial (cash) contribution;
- b. in-kind support / efforts must:
 - be essential to the project;

- be included in the approved budget of the research costs of the project application in which the private party participates (see provision 3 for permitted in-kind contributions) and must fall within one of the cost categories referred to under 3 a through c.

2. Commitment

If a private party participates in the research project with a partial in-kind support as described above, the private party will commit itself to NWO for the in-kind support concerned plus the financial (cash) contribution. NWO will invoice the financial (cash) contribution.

3. Permitted in-kind contributions

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

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

4. Accounting of in-kind contributions

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

If the private party that committed itself to a research project with an in-kind contribution ultimately fails to make such in-kind contribution in full or in part, or cannot render account of

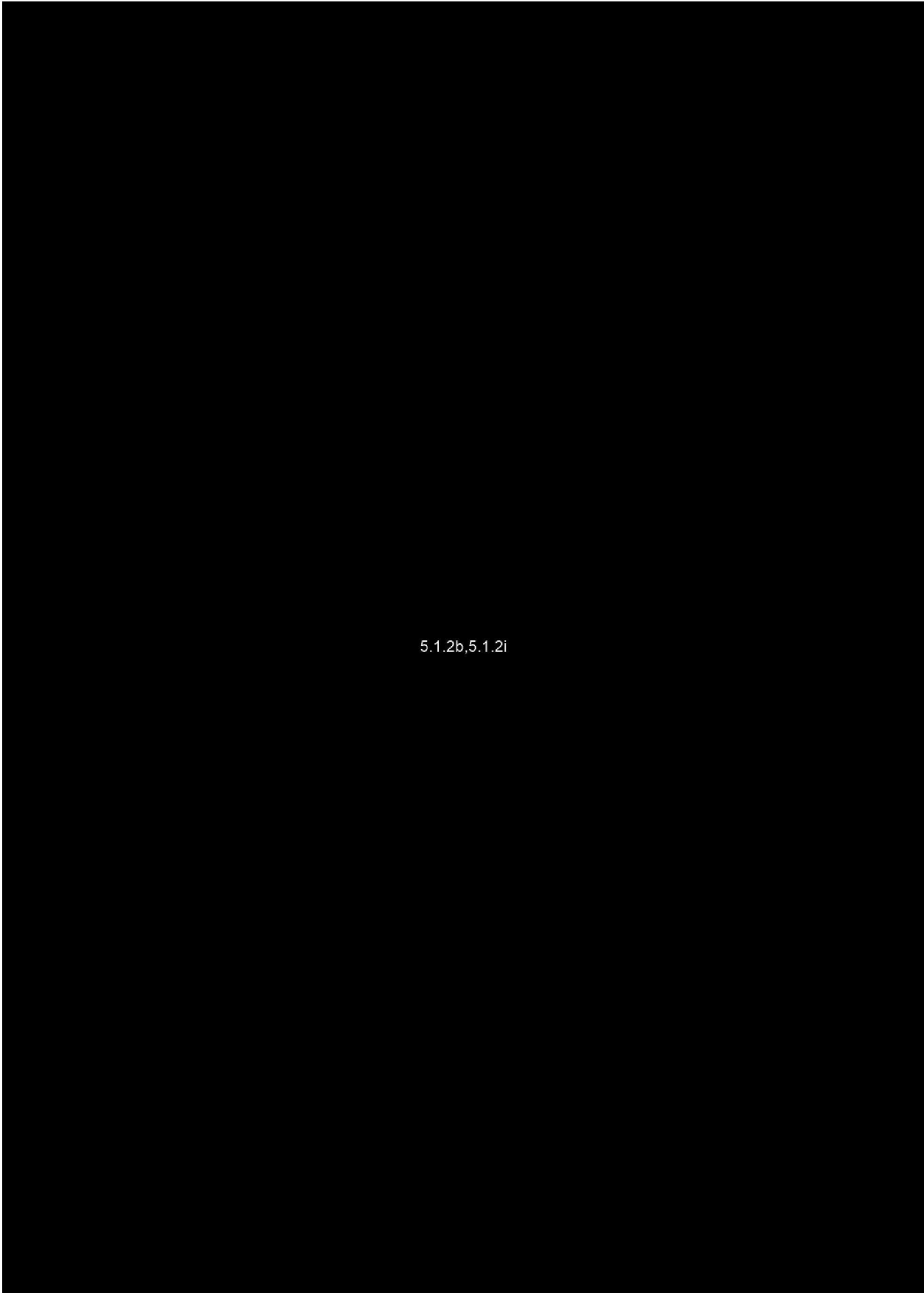
the same, NWO will invoice this private party for such part or the full in-kind contribution, so that the total contribution as undertaken is honoured.

Appendix 4 - Objectives, Deliverables/Milestones, Collaboration and Secondments

Objectives

5.1.2b, 5.1.2i

5.1.2b, 5.1.2i



5.1.2b, 5.1.2i

5.1.2b,5.1.2i

APPENDIX 5 - Background Information Notification

APPENDIX 6 - Shell Life Saving Rules

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

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

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

Complying with the Life-Saving Rules is vital for all Shell employees, and the employees of contractors and sub-contractors working for any Shell company insofar a Party is performing its obligations under this Agreement on Shell's facilities and/or sites, “

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

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

Shell's 12 Life-Saving Rules

1: Work with a valid work permit where required



2: Conduct gas tests when required

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



4: Obtain authorisation before entering a confined space

5: Obtain authorisation before overriding or disabling safety critical equipment



6: Protect yourself against a fall when working at height

7: Do not walk under a suspended load



8: Do not smoke outside designated smoking areas

9: No alcohol or drugs while working or driving



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

11. Wear your seat belt



12: Follow prescribed Journey

Solar to Products**Application form****Project details****1. Basic details of the project****1a. Title of the proposal**Electrochemical reduction of CO₂ to ethylene**1b. Project acronym**

EleReCEt

1c. Project duration: 48 months**2. Details of the project consortium****2a. Contact details of all applicants**

| | | | |
|----------------------------|---------------------------|-------------------|---------------------------|
| 5.1.2e | | | |
| Name, first name, title(s) | 5.1.2e | male | |
| Date of birth | 5.1.2e | Date of PhD | 5.1.2e |
| University | University of Twente (UT) | | |
| Department | 5.1.2e | Section | |
| Postal Address | PO Box 217 | Zip/city | 7500 AE Enschede |
| Tel / Fax | 5.1.2e | Email | 5.1.2e@utwente.nl |
| Position* | 5.1.2e | End date contract | |
| 5.1.2e | | | |
| Name, first name, title(s) | 5.1.2e | male | |
| Date of birth | 5.1.2e | Date of PhD | 5.1.2e |
| Company | TNO | | |
| Department | 5.1.2e | Section | |
| Postal Address | Leeghwaterstraat 44 | Zip/city | 2628 CA Delft |
| Tel / Fax | +31 88 86 68124 | Email | 5.1.2e@tno.nl |
| 5.1.2e | | | |
| Name, first name, title(s) | 5.1.2e | male | |
| Date of birth | 5.1.2e | Date of PhD | 5.1.2e |
| University | Leiden University | | |
| Department | 5.1.2e | Section | |
| Postal Address | PO Box 9502 | Zip/city | 2300 RA Leiden |
| Tel / Fax | 5.1.2e | Email | 5.1.2e@chem.leidenuniv.nl |
| Position* | 5.1.2e | End date contract | n/a |
| 5.1.2e | | | |
| Name, first name, title(s) | 5.1.2e | female | |
| Date of birth | 5.1.2e | Date of PhD | 5.1.2e |

Solar to Products
Application form

| | | | | |
|------------------------------|---------------------|-------------------|--------------|------------------|
| University/Company/Institute | Utrecht University | | | |
| Department | 5.1.2e | Section | 5.1.2e | |
| Postal Address | Universiteitsweg 99 | | Zip/city | 3584 CG/UITrecht |
| Tel / Fax | 5.1.2e | Email | 5.1.2e@uu.nl | |
| Position* | 5.1.2e | End date contract | n/a | |

* required for (co-)applicants from academia

2b. Involvement of academic applicants in participating company

Are you or your non-industrial co-applicants somehow involved in/connected to the company participating in this project?

- ☐ yes
☒ no

2c. Past performance of the applicants including the participating company

5.1.2e

Relevant publications:

1.

2.

3.

4.

5.

5.1.2e

5.1.2e

Solar to Products
Application form



Recent relevant publications:

- 1.
- 2.
- 3.
- 4.
- 5.



Recent key publications:

- 1.
- 2.
- 3.
- 4.



Solar to Products
Application form

5.

5.1.2e

5.1.2e

Recent key publications:

1.

2.

3.

4.

5.
- 5.1.2e

3. Summaries of the research proposal

3a. Scientific summary

5.1.2e

5.1.2b,5.1.2i

Solar to Products
Application form

5.1.2b,5.1.2i

Solar to Products
Application form

5.1.2e

5.1.2b,5.1.2i

Solar to Products

Application form

5.1.2b,5.1.2i

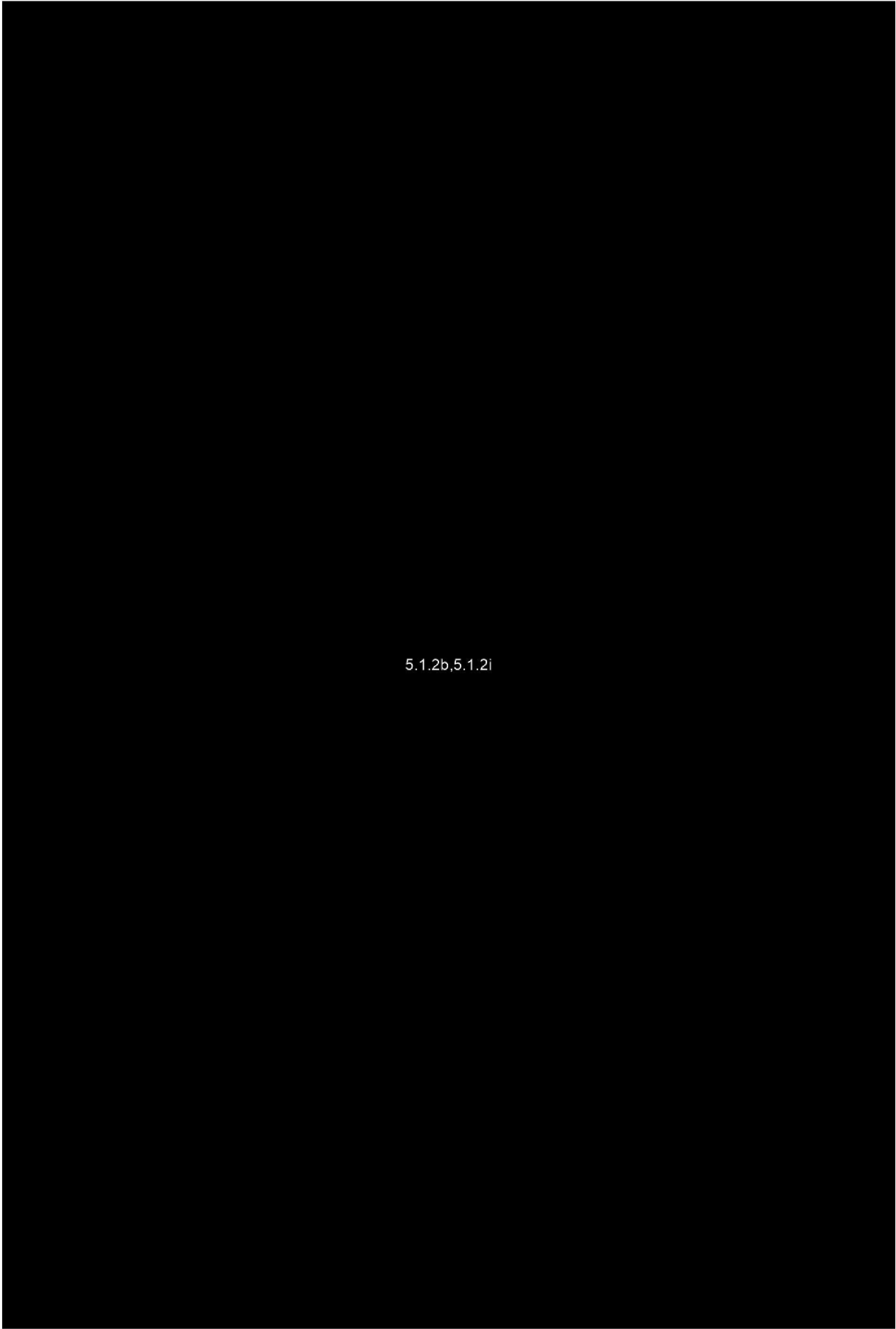
Solar to Products
Application form

5.1.2b, 5.1.2i

Solar to Products
Application form

5.1.2b,5.1.2i

Solar to Products
Application form



5.1.2b,5.1.2i

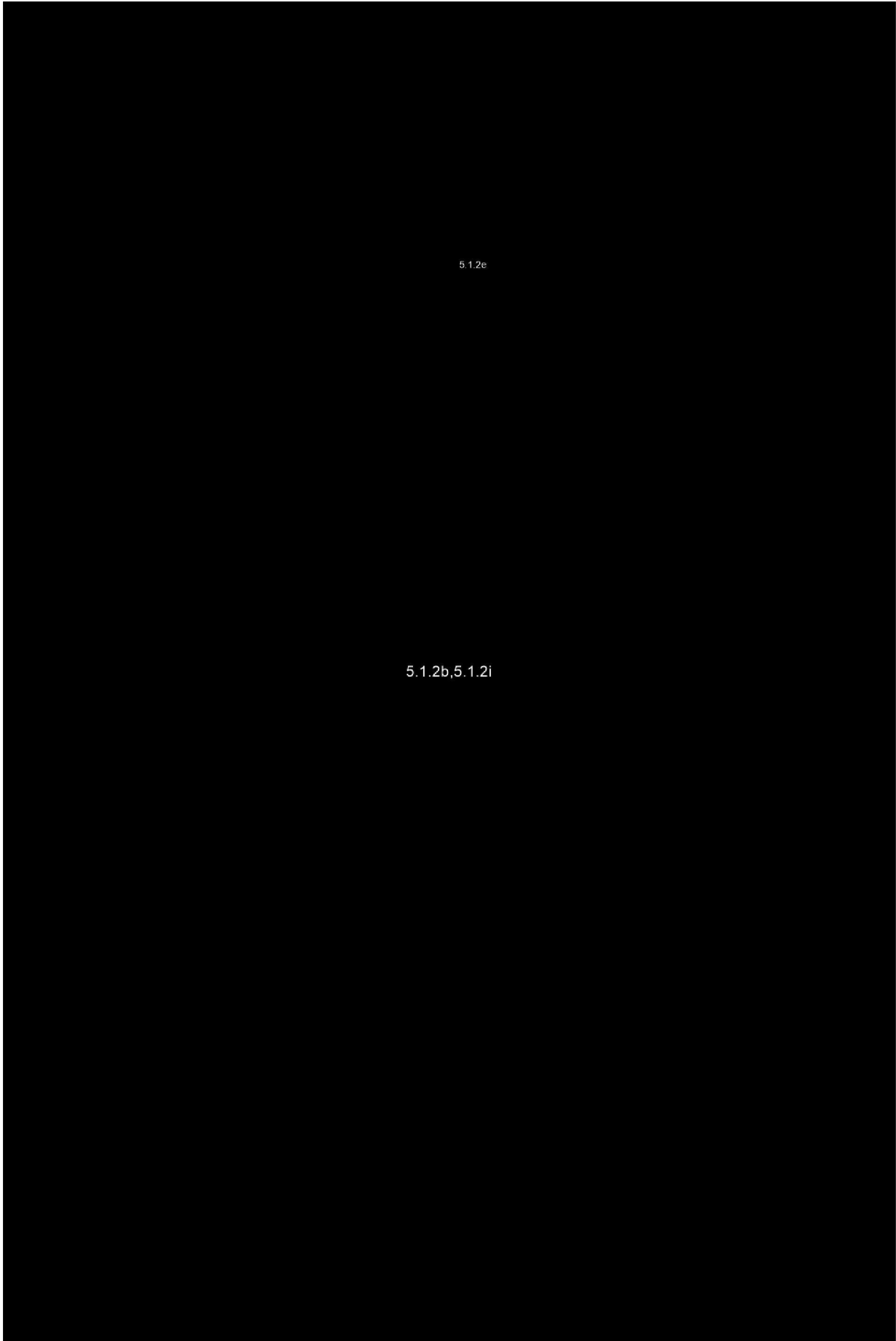
Solar to Products
Application form

5.1.2e

5.1.2b,5.1.2i

Solar to Products

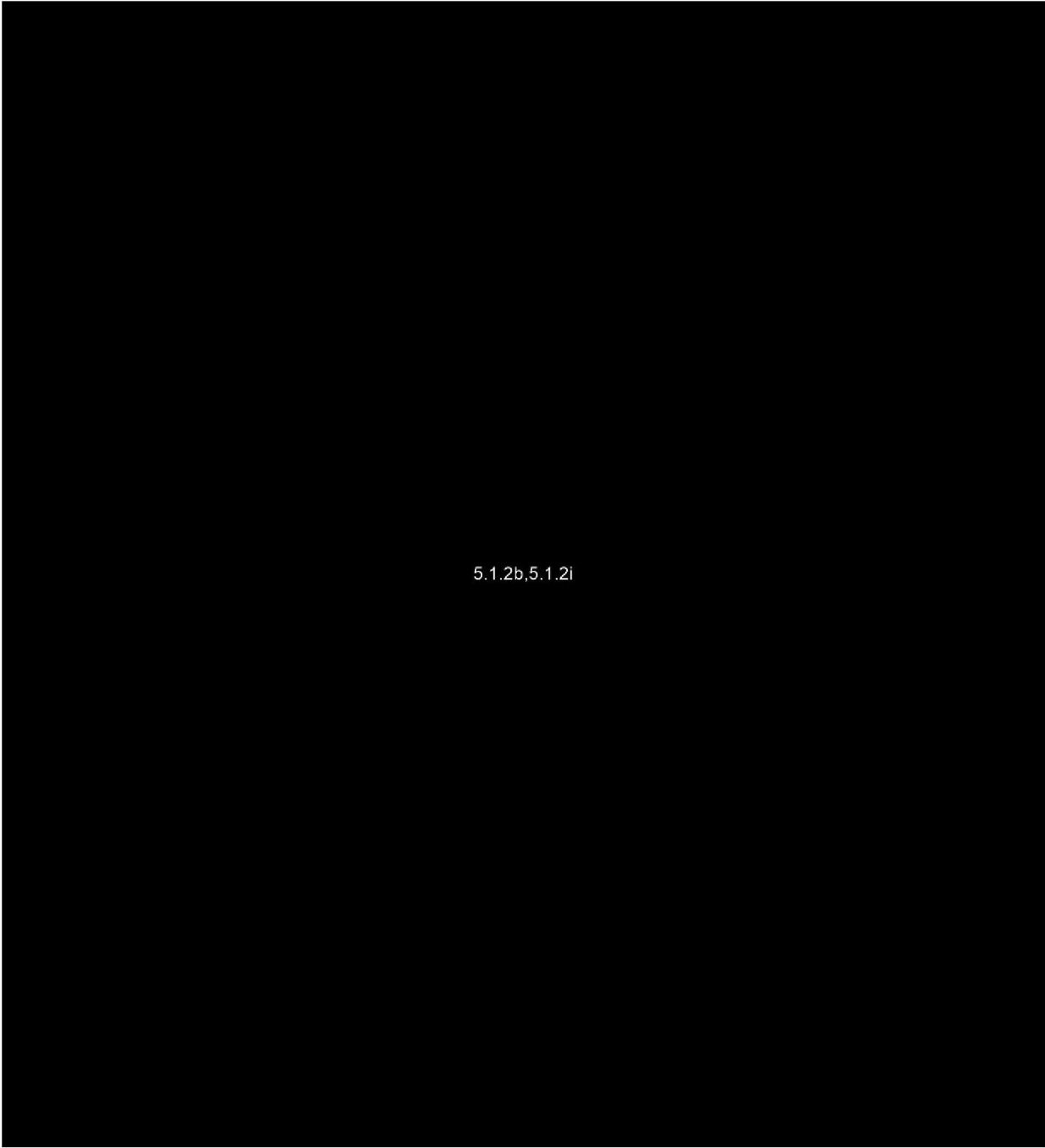
Application form



5.1.2e

5.1.2b,5.1.2i

Solar to Products
Application form



5.1.2b,5.1.2i

9. References

| | |
|----|--------|
| 1. | |
| 2. | 5.1.2e |
| 3. | 5.1.2e |
| 4. | |
| 5. | 5.1.2e |
| 6. | |
| 7. | |
| 8. | 5.1.2e |

Solar to Products
Application form

9.

10.

11.5.1.2e

12.

13.

Budget

10. Summary of total project budget

Please complete the tables below (calculations based on 10% private cash contribution):

- Contributions (in k€)
- A. Cash contribution company = 5.1.2b,5.1.2i (TNO and Shell)
 - B. Contribution NWO = A 5.1.2b,5.1.2i
 - C. Total project budget cash = A + B = 5.1.2b,5.1.2i

- Expenses
- D. Available for project expenses project partners = C 5.1.2b,5.1.2i
 - E. Expenses NWO = C 5.1.2b,5.1.2i
 - F. Table F:

| Detailed overview of cash expenses (in k€) ¹ | |
|--|---------------|
| Appointment of PhD student(s) | 5.1.2b,5.1.2i |
| Appointment of postdoc(s) | |
| Appointment of technician(s) | |
| Materials/consumables | 5.1.2b,5.1.2i |
| Additional travel | |
| Highly specific equipment related to the research proposal | |
| Subtotal project expenses (= D) | |
| Expenses NWO (= E) | |
| Total cash expenses (should be equal to C) | |

Please justify the chosen mixture of personnel, materials/consumables, additional travel and equipment.

Given the strong interdisciplinary character of three academic groups involved in the proposal, we propose to attract three PhD students, one at each university. That said, we will arrange frequent

Solar to Products**Application form**

meetings (every 6 months at least) to bring together the researchers, and stimulate mutual interactions between them. Furthermore we have allocated funds for materials/consumables, which include chemicals for electrode synthesis, adaptations to electrochemical equipment and updates of analytical tools (Micro GC, HPLC, and OLEMS (on-Line Electrochemical Mass Spectroscopy)).

Statement**11. Statements by the PI**

X By submitting this form through **5.1.2e** I declare that I have completed this form truthfully and I declare that I have informed the correct official(s) of my employing institute of this submission (e.g. the scientific director or dean).

X By submitting this form I declare that I satisfy the nationally and internationally accepted standards for scientific conduct as stated in the Netherlands Code of Conduct for Scientific Practice 2012 (Association of Universities in the Netherlands).

Name: **5.1.2e**

Place: Enschede

Date: 26-01-2016

Solar to Products

Application form

Letter(s) of commitment

Please enclose for each private partner in this project consortium a letter of commitment as separate pdf file to this proposal (*compulsory*). A template of the letter of commitment can be found at the NWO website.

Please submit the **application** accompanied by the separate **letters of commitment** to NWO in electronic form (pdf format is required!) using the ISAAC system, which can be accessed via the NWO website. For technical questions about the use of ISAAC please contact the ISAAC helpdesk.



Nederlandse Organisatie voor Wetenschappelijk Onderzoek
Cluster Chemische & Exacte Wetenschappen

Universiteit Twente

5.1.2e

PO Box 217
7500 AE Enschede

Datum: 1 september 2016

Dossiernr: 733.000.008

Telefoon: (+31) 070 344 09 83

E-mail: solar-to-products@nwo.nl

**Vermeld in uw antwoord datum en
dossiernummer**

Geachte 5.1.2e

Op 10 augustus 2016 heeft de stuurgroep van het Solar to Products programma namens het NWO Gebiedsbestuur Chemische Wetenschappen en het Uitvoerend Bestuur van FOM een besluit genomen over de aanvragen die zijn ingediend binnen het Solar to Products programma. Tot mijn genoegen kan ik u medelen dat de stuurgroep heeft besloten uw aanvraag, getiteld "Electrochemical reduction of CO₂ to ethylene" (dossiernummer: S2P.16.014) onder de in deze brief genoemde voorwaarden en bepalingen te honoreren.

Uw aanvraag is beoordeeld volgens de gangbare hoor-wederhoor procedure en op grond van de criteria vermeld in de Solar to Products call for proposals. Op basis hiervan heeft het *expert panel* (de beoordelingscommissie) een advies/prioritering vastgesteld. Dit advies/deze prioritering is voor besluitvorming voorgelegd aan de Solar to Products stuurgroep.

In het kader van de Solar to Products subsidieronde 2016 zijn twaalf aanvragen behandeld waarvan er acht zijn gehonoreerd. Uw onderzoeksvoorstel heeft van de stuurgroep de eindkwalificatie 'zeer goed' gekregen op basis van de aanvraag, de referentenoordelen en het weerwoord. In de bijlagen vindt u de motivering voor honorering die is gebaseerd op het inhoudelijke advies van de beoordelingscommissie. Voor een toelichting op het beoordelingsproces en de overwegingen van de beoordelingscommissie en de stuurgroep kunt u contact opnemen met de secretaris van de subsidieronde, 5.1.2e

5.1.2e (tel. 070-344 09 83, e-mail: solar-to-products@nwo.nl).

Toegekende subsidie

De totaal aan u toegekende subsidie bedraagt maximaal 5.1.2b,5.1.2i waarvan € 5.1.2b,5.1.2i voor personele kosten, 5.1.2b,5.1.2i voor benchfees en 5.1.2b,5.1.2i voor additionele middelen. De middelen zijn u toegewezen voor het onderzoek zoals beschreven in de bovengenoemde aanvraag.

Laan van Nieuw Oost-Indië 300, 2593 CE Den Haag
Postbus 93470, 2509 AL Den Haag
www.nwo.nl

IBAN: NL89ABNA0642330824, BIC ABNANL2A
ABN AMRO, Rotterdam 64 23 30 824
KvK Den Haag 27367015, BTW NL.002305884.B01



Nederlandse Organisatie voor Wetenschappelijk Onderzoek
Cluster Chemische & Exacte Wetenschappen

Dossiernr: 733.000.008

De personele component van de subsidie is vastgesteld conform de salaristabel per 1 juli 2016 volgens de NWO-VSNU contractafspraken inzake toekenningen vanaf 1 april 2001. U krijgt een subsidie ter hoogte van **5.1.2b,5.1.2i** plus benchfee(s) voor de aanstelling van: drie promovendi voor een periode van vier jaar en 1,0 fte; Benchfees zijn éénmalig per promovendus en/of postdoc-positie een persoonsgebonden bedrag van **5.1.2b,5.1.2i** voor de duur van zijn/haar aanstelling in het kader van het bovenvermelde Solar to Products project.

Het additionele budget voor andere activiteiten in het kader van het Solar to Products project bedraagt maximaal **5.1.2b,5.1.2i**. Dit budget kunt u aanwenden voor materieel, apparatuur en reiskosten die u maakt in het kader van het bovenvermelde project, conform de begroting in de bovengenoemde aanvraag.

Wanneer u wijzigingen wilt aanbrengen in het project geldt conform de NWO Regeling Subsidies dat inhoudelijke en budgettaire wijzigingen de instemming van NWO nodig hebben. Voor inhoudelijke wijzigingen in het project en budgetverschuivingen tussen hoofdkostenposten is voorafgaande instemming van NWO nodig. Budgetverschuivingen binnen een hoofdkostenpost dient u te verantwoorden bij de (voortgangs- en) eindrapportage.

De uitbetaling van de subsidie vindt plaats volgens het betaalschema op het Startformulier. Het Startformulier ontvangt u zo snel mogelijk na het ondertekenen van de samenwerkingsovereenkomst. De eerste tranche wordt beschikbaar gesteld direct na goedkeuring van het Startformulier en de gegevens van de projectbetrokkene(n) door het NWO-bureau. De overige tranches worden steeds een jaar later overgemaakt. De laatste tranche wordt uitbetaald na ontvangst en goedkeuring van het wetenschappelijk eindverslag en de financiële verantwoording. Alle tranches worden overgemaakt aan de organisatie waaraan u verbonden bent. U bent zelf verantwoordelijk voor het verdelen van de middelen over de medeaanvrager(s) (eventueel aan andere universiteiten) en voor het indienen van de gehele wetenschappelijke en financiële eindverantwoording van de middelen. Uitgangspunt voor de subsidievaststelling is dat wordt voldaan aan de in het controleprotocol van het Ministerie van OCW met de universiteiten vastgelegde richtlijnen voor de controle van NWO-projecten.

Voorwaarden en bepalingen

De subsidie wordt u toegekend onder de voorwaarden dat de private partners hun gecommiteerde bijdragen leveren en de betrokken partijen en NWO voorafgaand aan de start van het project een samenwerkingsovereenkomst ondertekenen. De overige voorwaarden waaronder deze subsidie wordt toegekend zijn opgenomen in de bijlagen.

Private bijdragen

De private partners (TNO Technical Sciences & Shell Global Solutions International B.V.) dragen een bedrag van in totaal **5.1.2b,5.1.2i** bij ten behoeve van de subsidie en de NWO-uitvoeringskosten. De private bijdrage wordt aan de aanvrager toegekend onder de opschortende voorwaarde dat de private partners hun gecommiteerde financiële verplichtingen aan NWO ten behoeve van het project tijdig nakomen. Indien de private partner zijn financiële verplichting niet, of niet geheel nakomt, komt het overeenkomstige deel van de subsidie te vervallen.



Nederlandse Organisatie voor Wetenschappelijk Onderzoek
Cluster Chemische & Exacte Wetenschappen

Dossiernr: 733.000.008

Samenwerkingsovereenkomst

Voorafgaand aan de start van het project wordt een samenwerkingsovereenkomst ("Project Agreement") tussen de kennisinstelling, de betrokken private partners en NWO ondertekend door al deze partijen. Een modelovereenkomst met instructie hoe te handelen ontvangt u per e-mail van het NWO-bureau. NWO ondertekent de overeenkomst als laatste partij.

Startformulier

Na het ondertekenen van de samenwerkingsovereenkomst ontvangt u een e-mail met een Startformulier. Tegelijkertijd start NWO met het innen van de *cash* bijdragen bij de bovengenoemde private partners. Met het ingevulde en ondertekende Startformulier dat u indient via NWO's online administratiesysteem ISAAC, stelt u het NWO-bureau op de hoogte wanneer uw onderzoeksprogramma van start gaat en geeft u tevens aan dat u de subsidie onder de reeds genoemde voorwaarden aanvaardt. Na goedkeuring van het formulier door NWO, wordt u verzocht – ook via ISAAC – de gegevens van de projectbetrokkenen in te voeren en de CV's te uploaden.

Informatie en correspondentie

Nu uw aanvraag is gehonoreerd, heeft het project een nieuw dossiernummer gekregen. Ik verzoek u vriendelijk in alle correspondentie het nieuwe nummer 733.000.008 te vermelden.

Ik ga er vanuit dat u uw projectpartners en de financieel verantwoordelijke van uw faculteit of instituut op de hoogte brengt van de inhoud van deze brief. Van de kant van NWO wordt de wetenschappelijke begeleiding van uw project verzorgd door het bureau van het cluster Chemische en Exacte Wetenschappen van NWO. Voor nadere informatie hierover kunt u contact opnemen met de coördinator/manager van dit programma, 5.1.2e

5.1.2e (tel. 070-344 09 83, e-mail: solar-to-products@nwo.nl). Alle correspondentie over dit project dient u te voeren met het bureau van het cluster Chemische en Exacte Wetenschappen van NWO, solar-to-products@NWO.NL, Postbus 93460, 2509 AL, Den Haag, onder vermelding van het nieuwe dossiernummer.

Integriteit

NWO heeft in haar subsidieregeling opgenomen dat al het onderzoek dat NWO financiert, uitgevoerd moet worden in overeenstemming met de nationaal en internationaal aanvaarde normen van wetenschappelijk handelen zoals neergelegd in de Nederlandse Gedragscode Wetenschapsbeoefening 2012 (VSNU). In geval van (mogelijke) schending van voornoemde normen bij een door NWO gefinancierd onderzoek, dient u NWO hiervan onverwijld op de hoogte te stellen en dient u alle ter zake relevante documenten aan NWO te overleggen.

Open Access

NWO bevordert het Open Access publiceren van onderzoeksresultaten en moedigt onderzoekers daartoe aan. Open Access publiceren kan dikwijls zonder dat u als auteur kosten maakt. Als u echter een Open Access publicatiekanaal zou kiezen waarbij er voor u wel kosten zijn, wijst NWO u op het bestaan van het Stimuleringsfonds Open Access. Voor meer informatie zie de NWO subsidiewijzer op <http://www.nwo.nl/open-access>.




Nederlandse Organisatie voor Wetenschappelijk Onderzoek
Cluster Chemische & Exacte Wetenschappen

Dossiernr: 733.000.008

Vragen

Indien u vragen heeft over dit besluit of overweegt bezwaar te maken, kunt u voor nadere toelichting contact opnemen met de secretaris van de subsidieronde **5.1.2e** **5.1.2e** (tel. 070-344 09 83, e-mail: solar-to-products@nwo.nl). Dit contact heeft geen opschortende werking voor de bezwaartermijn.

Ik feliciteer u met de verworven subsidie en wens u en uw projectpartners veel succes toe bij de uitvoering van het onderzoek.

Namens  het Gebiedsbestuur Chemische Wetenschappen,

5.1.2e

Cc:

5.1.2e

Bijlagen:

Beoordeling aanvraag

Bijzondere subsidievoorwaarden Solar to Products subsidies 2016-2017

NWO Regeling Subsidies, versie 1 december 2015

Binnen zes weken na de dagtekening van dit besluit kunt u hiertegen per brief bezwaar maken bij het Algemeen Bestuur van NWO, Postbus 93138, 2509 AC Den Haag. Uw bezwaarschrift dient ten minste te bevatten: uw naam en adres, de datum van uw bezwaarschrift, de redenen waarom u het niet eens bent met dit besluit en uw handtekening. Voeg bij uw bezwaarschrift een kopie van dit besluit. Meer informatie over de bezwaarschriftenprocedure vindt u op de NWO website.



Nederlandse Organisatie voor Wetenschappelijk Onderzoek
Cluster Chemische & Exacte Wetenschappen

Dossiernr: 733.000.008

BIJLAGE: Beoordeling aanvraag

Dossiernummer: 733.000.008 (oud: S2P.16.014)

"Electrochemical reduction of CO₂ to ethylene"

5.1.2e

5.1.2b, 5.1.2i

Certificate Of Completion

Envelope Id: 567831033B3149499B36FDC35E0532DF Status: Completed
 Subject: Please DocuSign this document: 733.000.008 5.1.2e Project agreement NWO accepted to be signed.pdf
 Source Envelope:
 Document Pages: 64 Signatures: 1 Envelope Originator:
 Supplemental Document Pages: 0 Initials: 0 5.1.2e
 Certificate Pages: 4
 AutoNav: Enabled Payments: 0 One Shell Plaza 910 Lousiana
 Envelopeld Stamping: Enabled Houston
 Time Zone: (UTC) Dublin, Edinburgh, Lisbon, , Houston 100020
 London 5.1.2e @shell.com
 IP Address: 185.46.212.81

Record Tracking

Status: Original Holder: 5.1.2e Location: DocuSign
 08 September 2017 | 08:47 5.1.2e @shell.com

Signer Events

5.1.2e
 5.1.2e @shell.com
 5.1.2e

Amsterdam
 Security Level: Email, Account Authentication
 (None), Authentication

Authentication Details

SMS Auth:
 Transaction: 2579C5BED25C05049042E8C201CABFDD
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 11 September 2017 | 15:55
 Phone: 5.1.2e

Electronic Record and Signature Disclosure:
 Accepted: 11 September 2017 | 15:55
 ID: c467170a-6148-4f16-9208-178e6803b35b

Signature

DocuSigned by:
 5.1.2e
 75E9C9F84204484...

Using IP Address: 185.46.212.86

Timestamp

Sent: 08 September 2017 | 08:52
 Viewed: 11 September 2017 | 15:55
 Signed: 11 September 2017 | 15:55

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------------------------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| 5.1.2e | COPIED | Sent: 11 September 2017 15:55 |
| 5.1.2e @shell.com | | Resent: 11 September 2017 15:55 |
| 5.1.2e | | Viewed: 12 September 2017 08:39 |

Shell Global Solutions International BV
 Security Level: Email, Account Authentication
 (None), Authentication
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| Carbon Copy Events | Status | Timestamp |
|---|--------|---------------------------------|
| 5.1.2e 5.1.2e @NWO.NL Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 11 September 2017 15:55 |

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|---------------------------|
| Envelope Sent | Hashed/Encrypted | 11 September 2017 15:55 |
| Certified Delivered | Security Checked | 11 September 2017 15:55 |
| Signing Complete | Security Checked | 11 September 2017 15:55 |
| Completed | Security Checked | 11 September 2017 15:55 |

| Payment Events | Status | Timestamps |
|--|--------|------------|
| Electronic Record and Signature Disclosure | | |

ELECTRONIC SIGNATURE DATA PRIVACY POLICY

Companies within the Shell group of companies ('Shell' or 'we') utilise the DocuSign application ('DocuSign') and other applications to enable contracts and notices to be signed, provided to and shared with third party suppliers, customers and business partners electronically.

For what purposes do we process your personal data?

In utilising such tools, employees and/or contractors of Shell and those third party suppliers, customers and business partners with whom Shell does business may provide limited personal data for the purposes of:

- business execution and in particular for the conclusion and execution of agreements between Shell and customers, suppliers and business partners;
- for compliance with legal or regulatory requirements including litigation and defence of claims; and
- for the prevention, detection and investigation of fraud

This personal data will be held only for as long as one of the legitimate business purposes exists and in any event no longer than required under Shell's retention policies. We will not use your personal data in any manner which is incompatible with this Privacy Policy.

What types of personal data do we process?

- Name
- Job title
- Work e-mail address
- Work contact telephone number
- Work address

Who is the controller of your data?

Shell Global Solutions International B.V. a company registered in Kamer van Koophandel with registered number 27155370 whose registered office is at Vestigingsnr 000019216068, Kessler Park 1, Rijswijk and/or the relevant affiliate within the Shell group of companies which is the party to the relevant contract/s policy/ies and/or notice/s.

Who has access to your data?

Your personal data may be disclosed to other companies within the Shell group of companies and/or to authorised third party companies involved in the provision of administration support to Shell (such as DocuSign Inc and cloud service providers for example) including service providers located outside of the European Economic Area (EEA) but in all cases only for the purposes mentioned above. Such transfers shall take place with adequate levels of protection in order to safeguard your personal data and in accordance with the requirements of applicable data privacy laws.

Shell may disclose your personal data to any person to whom Shell proposes to transfer any of its rights and/or duties, in all cases only if we are legally entitled or required to do so or if we believe that such action is necessary to protect and/or defend our rights, property or personal safety and those of our users/customers or other individuals. Your personal data will only be provided to supervisory agencies, fiscal authorities and/or investigative agencies if required by law.

Questions

If you have questions about how your personal data is used please contact:

Privacy-Office-SI@shell.com

This policy is also available at

<http://www.shell.com/business-customers/shell-for-suppliers/electronic-signature-data-privacy-policy.html>