

[Adres]

[Adres]

Contact

Your reference

Our reference

Date

+31 (0)70 42 60 ext

[Our reference]

[email]@nuffic.nl

Subject: The Netherlands Initiative for Capacity development in Higher Education (NICHE)
Decision to award a grant
Project name:
Project number: NUMBER and NUMBER
Grant number: CFNUMBER

Dear name and name,

I am pleased to inform you that *Requesting organisation*, hereinafter: "Party A", and *Dutch Provider*, hereinafter: "Party B", are awarded a grant for the project entitled 'PROJECTNAME', as described in the project proposal dated DATE. The maximum amount of the grant is EUR AMOUNT including EUR AMOUNT reserved for contingencies. The project period will start on DATE and will end on DATE.

Both partners are kindly requested to refer to project number[s] PROJECT NUMBER [and PROJECT NUMBER] in all future correspondence with Nuffic.

Acceptance of the grant includes the following obligations:

Activities

1. The activities made possible by the grant will be conducted under joint responsibility of Party A and Party B and in the way as described in the project proposal (Annex I), the budget (Annex II) and the financial rules and regulations for NICHE grants (Annex III). Any changes made to the objectives or the planned outputs of the project must be requested in advance and in writing and are subject to a written approval by Nuffic.
2. The following specific obligations are attached to acceptance of this particular grant:
[Specific obligations may be added here]

Obligations with regard to the project proposal:

- a) ...
- b) ...
- c) ...

Obligations specifically with regard to the budget of the project proposal:

- d) ...
- e) ...

3. *[If an inception phase is agreed upon]* An inception phase with a maximum duration of months is included in the project. The inception period should result in a revised project document containing a revised log-frame, a detailed plan of operations, a detailed budget for the calendar year(s) YEAR(S) and a more general plan and budget for the calendar year(s) YEAR(S). The revised project document needs to be signed by both Parties and submitted to Nuffic for approval before DATE. As mentioned before, the revised total budget cannot exceed the amount of the budget in the proposal document. See guidelines for the inception phase, annex V.
4. *Activities and grant periods:*
Until DATE, activities will be conducted on the basis of the plan of activities and budget that was submitted with the project proposal. In the event a revised project document must be submitted, this will be the basis for the first year's activities.

For the second and following calendar years, the Parties will jointly submit a plan of activities and budget for the calendar year ahead by 1 October before the following calendar year. The plan and the budget for the new calendar year must be agreed upon (and signed) by both Parties, and must be approved by Nuffic. If Nuffic has a good reason for not granting its approval, the advance payment can be withheld or the grant can be withdrawn.

Administration

5. [Each Party is responsible for the careful and legitimate use of project funds and the financial administration of its own project expenditures]. [Party A/B will be responsible for the careful and legitimate use of project funds and the financial administration of projects expenditures]. The administrative and reporting obligations are described in Annex III.

Reports and information requirements

6. The following reports must be submitted:
 - Progress / final reports:
The Parties will jointly submit to Nuffic a report (in duplicate and electronically) on each calendar year within four months of the end of each calendar year, and in case of the final report, within four months of the end of the project. The compulsory report formats are available on the Nuffic website <http://www.nuffic.nl/grantaward>. The reports should meet the requirements stated in the formats.
 - Statement of expenditures:
[Party A / B is responsible for submitting an audited statement of expenditure on all project

expenses.] **OR** [Each Party is responsible for submitting its own audited statement of expenditure]. All statements of expenditure should meet the requirements stated in the Financial Rules and Regulations, which are attached to this document as Annex III.

All reports and statements of expenditures are to be signed by the signatories of both Parties. In case each Party submits its own statement of expenditure, this will be signed only by signatories of the submitting Party. The reports will be considered as a request to determine the exact amount of the grant for the period or year in question.

Parties are obliged to inform Nuffic in writing of any irregularity or problem that may have an effect on the project.

7. If the reporting obligations are not fulfilled or not fulfilled in time, Nuffic is entitled to suspend project activities or to end the project prematurely.

Payments

8. The grant money will be transferred through advance payments. The first advance payment will be EUR AMOUNT FIRST PAYMENT for Party A and AMOUNT FIRST PAYMENT for Party B. The rules regarding (additional) advanced payments are stated in the financial rules and regulations for NICHE grants (Annex III). The first advance payment will be made within 60 days after the date of this grant letter.

Additional payments will only be made if Nuffic has received the required report(s) and audited statements of expenditure. Other factors that could effect Nuffic's decision to make a payment are the progress made in the project, or the anticipated cash-flow situation for the period ahead.

Transfer of property

9. Any equipment and/or goods which Party B budgeted and purchased in connection with the project becomes the property of Party A at the moment Party A receives them. In the event Party A is the lead partner for various project partners, equipment and/or goods become the property of the partners that have received them. All equipment and/or goods purchased from the project budget will be held at the exclusive disposal of the project until the project is terminated.
10. With regard to any materials produced entirely or partly with the help of the grant, all intellectual property rights—including copyright—belong to Party A. In the event Party A is the lead partner for various project partners, intellectual property rights belong to the respective partners. However, Party A (and/or its partners) may not make any claims against third parties that wish to make use of these materials as long as their reason for doing so is related to development cooperation.

Investigation, instructions, amendments or withdrawal

11. Nuffic reserves the right to conduct (or to appoint a third, independent party to conduct) an investigation into the activities carried out in the context of the project. This may mean examining the reports and financial records. The grant recipient will cooperate fully with such an investigation and will grant access to any documents that are requested.
12. If Nuffic is of the opinion that Dutch government policy would be violated by funding a particular activity because that activity has not taken place as agreed or because circumstances have changed,

Nuffic will get in touch with the project partners. Nuffic may issue written instructions regarding implementation of the work plan.

13. a) Nuffic can suspend activities, withdraw or amend the award of this grant, and/or demand the return of all or part of any sum it has already transferred, under the following conditions:

- if the Parties fail to fulfil the obligations, including reporting obligations, associated with the grant or fail to fulfil them on time;
- if money is spent for a purpose other than that for which it was intended or agreed upon;
- if a third party also contributed to the activity in question without Nuffic's consent of this third party's involvement;
- if project activities are so far behind of schedule or progress is so slow that it is doubtful that the project objectives will be achieved within the agreed time frame;
- if Parties cannot reach agreement on how the project is to be carried out or if cooperation between the Parties is lacking;
- if irregularities or fraud occur;
- if parties appear to offer or give to a third party or solicit or accept from a third party any gift, reward, compensation or benefit of any kind and in a way that could be construed as illegal or corrupt.

b) Before Nuffic decides to withdraw or change the grant, the parties will be heard on the matter. A financial balance sheet that takes into account correct disbursements and a reasonable estimate of future expenditure based on commitments made within the context of the grant will then be drawn up.

Final provisions

14. In accordance with Section 5:4 of the Foreign Affairs (Grant) Framework Act (*Kaderwet Subsidies Ministerie van Buitenlandse Zaken*), an objection filed against the decision to award a grant results in its temporary suspension.
15. This grant is regulated by the relevant clauses of the General Administrative Law Act (*Algemene Wet Bestuursrecht*), and the law and regulations governing subsidies from the Ministry of Foreign Affairs (*Kaderwet Subsidies Ministerie van Buitenlandse Zaken* and *Subsidieregeling Ministerie van Buitenlandse Zaken*).

On behalf of the Minister for European Affairs and International Cooperation,
On behalf of the Director General of Nuffic,

J.F. Houterman
Director-General a.i.

Annexes

Annex I	Project Proposal
Annex II	Budget
Annex III	Financial Rules and Regulations for NICHE Grants
Annex IV	Sample request for an advance payment
Annex V	Guidelines for the inception phase

CC.

A written objection may be filed with the Director General of Nuffic (PO Box 29777, 2502 LT, The Hague) within six weeks of the date on which this decision was sent. As required by the General Administrative Law Act (Algemene Wet Bestuursrecht), the objection must be signed and must include at least the following: the name and address of the person and organisation submitting the objection, the date, a description of the decision or document that is the subject of the objection, and the reasons for the objection. If possible, a copy of the decision or document should be attached.