

# Terms of use of KWF Grant Management System (KWF GMS) KWF Programme Research & Implementation



Version 1.0  
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## Terms of use of KWF Grant Management System (KWF GMS)

These terms apply to all users of KWF GMS. By logging into KWF GMS you agree to these Terms.

For the submission of an application via KWF GMS, the guidelines provides practical information, concerning the applicable fields. For the guidelines, see the website of KWF.

### 1. Definitions

- 1.1 Application: the registration of a project proposal in KWF GMS. A project proposal is the written request for financial support from KWF Kankerbestrijding.
- 1.2 KWF Kankerbestrijding: the owner of the KWF Grant Management System ("KWF GMS"), also referred to as "KWF".
- 1.3 Terms: these terms and conditions for the use of KWF GMS.
- 1.4 User: anyone with access to KWF GMS and is registered in KWF GMS, also referred to as "you(r)". E.g. KWF staff, project leader, principal investigator, board member and reviewer.
- 1.5 User Information: personal information such as name, phone number, address (of organization), email address, curriculum vitae and any other information provided.

### 2. Changes to these Terms

KWF reserves the right, at its sole discretion, to modify or revise these Terms. Your continued use of KWF GMS will constitute your acceptance of any revised Terms.

### 3. Use of KWF GMS

- 3.1 You agree to use KWF GMS strictly in accordance with these Terms.
- 3.2 When your use of KWF GMS is not according to the Terms, KWF terminates your registration and access rights in KWF GMS. Furthermore KWF reserves the right to seek all remedies available by law for such violations.
- 3.3 You must only use those access levels of KWF GMS to which you have been given access, and is permitted by your User status.
- 3.4 You are prohibited to share your User login ID and password and you must take all necessary steps to protect and keep your User login ID and password confidential.
- 3.5 You must notify KWF immediately at [security@kwf.nl](mailto:security@kwf.nl) and [bestedingen@kwf.nl](mailto:bestedingen@kwf.nl), when you suspect any unauthorised use of your User account.
- 3.6 You must at all times supply KWF with accurate, up-to-date and complete User Information. You may update your personal information at any time.
- 3.7 You are expressly prohibited from uploading, distributing or publishing on KWF GMS or from using KWF GMS to publish or distribute any material that:
  - is pornographic in content, promotes or encourages racist, homophobic or other such behaviour;
  - is defamatory, abusive or offensive or otherwise illegal;
  - is infected with a computer virus, worm, "Trojan Horse" or other such destructive feature;
  - infringes the intellectual property rights of KWF and/or third parties;
  - may in any other way bring KWF into disrepute.

### 4. Personal information

- 4.1 KWF is committed to protect and respect the personal information of User.
- 4.2 The KWF Privacy Statement ([www.kwf.nl/privacy](http://www.kwf.nl/privacy)) is applicable to the processing of your personal information.
- 4.3 All Users act at all times in accordance with the requirements of the General Data Protection Regulation and/or the Privacy Statement of KWF to protect the privacy of all Users. This obligation also extends to the personal information received from third parties involved in the Application. You should inform a third party about the personal data that you submit in KWF GMS.

- 4.4 All Users involved in an Application can view personal information submitted by those Users and agree to use that information solely for the bona fide purposes of the Application.
- 4.5 KWF transfers your personal information outside of the European Economic Area in order to allow reviewers to provide an expert opinion on the relevance, scientific quality and feasibility of your Application.
- 4.6 KWF may provide or exchange with other funding and relevant organizations User Information about Applications.

## 5. Use of information

KWF uses your User Information for the purpose of processing Applications, managing your User account and managing your grant. The User Information will be stored in KWF GMS and may be downloaded and stored offline or in other relevant systems, if necessary for the above mentioned purpose.

## 6. Limitation of liability and disclaimer

- 6.1 KWF takes reasonable precautions (including all reasonable technological and organizational measures) to prevent the loss, misuse or alteration of any User Information you submit to KWF GMS. Occasionally KWF may need to amend your details to ensure that they are in an appropriate format for KWF GMS.
- 6.2 KWF GMS is provided on an “as is”, “as available” basis and KWF does not guarantee the accuracy, timeliness, completeness, performance, satisfactory quality or fitness for a particular purpose of KWF GMS or any of its contents. All other implied warranties are excluded to the extent that they may be excluded as a matter of law KWF is not responsible for the User Information provided by Users and shall not be held liable for storing in KWF GMS, and otherwise processing or publishing any User Information that infringes third party Intellectual Property Rights.
- 6.3 You use KWF GMS at your own risk and KWF is not liable for any damages you or a third party may suffer as a result of your access to, your use, or your inability to access or use KWF GMS, or from any action taken (or refrained from being taken) made in reliance on the information contained in KWF GMS.

## 7. Availability and modification of KWF GMS

- 7.1 KWF reserves the right to suspend the availability of KWF GMS, in order to carry out routine maintenance, upgrades and such.
- 7.2 KWF reserves the right to change the format or technical specification of KWF GMS at its sole discretion.
- 7.3 KWF reserves the right to discontinue KWF GMS.
- 7.4 KWF will use reasonable endeavours to give you an advanced notice of any changes, suspension or discontinuation of KWF GMS.

## 8. General

- 8.1 These Terms are subject to Dutch law.
- 8.2 All disputes that arise as a result of the Terms that are not resolved by mutual agreement can be submitted to the competent court in Amsterdam.

**By logging into KWF GMS I agree that I have read and accept these Terms.**