

# Terms and conditions for use of the KWF Grant Management - System (KWF-GMS)

KWF Programme Research & Implementation



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## **Terms and conditions for use of the KWF Grant Management System (KWF-GMS)**

By accessing the KWF-GMS, user acknowledges acceptance of these terms and conditions. KWF Kankerbestrijding (Dutch Cancer Society) reserves the right to change these terms and conditions from time to time at its sole discretion. In the case of any violation of these terms and conditions KWF reserves the right to seek all remedies available by law for such violations. These terms and conditions apply to all users to the KWF-GMS.

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## 1. Definitions

**Application** is the registration of a Project proposal in KWF-GMS.

**Institute** ((inter)national) is a participating organisation (including its employees) that has an active role in the execution of the work plan.

**Board Member** is a User that reviews the entire Project proposal to contribute to funding decisions made by KWF Kankerbestrijding.

**KWF Kankerbestrijding** owner of the KWF Grant Management System (“KWF-GMS”), also referred to as “KWF”, “we”, “us” or “our”.

**Principal Investigator** is the role of a User who is involved in the execution of an Application and not being the Project Leader.

**Project leader** is the User creating and submitting the Project proposal.

**Project proposal** is the written request for financial support from KWF Kankerbestrijding.

**Reviewer** ((inter)national) is a User that reviews the Application to provide an expert opinion on the relevance, scientific quality and feasibility of the proposed research.

**Terms** are these KWF Kankerbestrijding terms and conditions for the use of the KWF Grant Management System (“KWF-GMS”).

**User** is anyone with access to KWF-GMS and is registered in KWF-GMS, also referred to as “you(r)”.

**User Information** includes personal User information such as name, phone number, address, email address, curriculum vitae and any other information provided as part of an Application.

## 2. Registration

All User Information you submit to KWF-GMS as part of the registration process will be processed by KWF strictly in accordance with its Privacy Policy and these Terms (see Clause 7 “Data Protection”). As a User you must at all times supply us with accurate, up-to-date and complete registration information. Failure to do so may result in delays in establishing you as a User and/or in processing associated Application(s).

## 3. Your use of KWF-GMS

3.1 You agree to use the KWF-GMS strictly in accordance with these Terms. You must only use those access levels of KWF-GMS to which you have been given access, and is permitted by your User status. In the event that you access or attempt to access KWF-GMS in any way, or for any purpose not permitted by your User status you violate these Terms. Upon violation KWF has the right to terminate your registration and access rights in KWF-GMS.

- 3.2 Furthermore you are expressly prohibited from uploading, distributing or publishing on KWF-GMS or from using KWF-GMS to publish or distribute any material that:
- 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; or that may in any other way bring KWF into disrepute.

## 4. Changes to these terms

KWF may, at its sole discretion, modify or revise these Terms by posting notice of the change(s) in KWF-GMS. Your continued use of KWF-GMS will constitute your acceptance of any revised Terms.

## 5. Availability and modification of KWF-GMS

- 5.1 You acknowledge that from time to time we may need to suspend availability to KWF-GMS, in order to carry out routine maintenance, upgrades and such. You acknowledge that we have the right to suspend such availability. You further agree that we have the right to change the format or technical specification of KWF-GMS at our sole discretion.
- 5.2 Where we consider it appropriate to do so, we will use reasonable endeavours to give you an advanced notice of any changes to KWF-GMS. We reserve the right however, to change, suspend or discontinue KWF-GMS.

## 6. Security of KWF-GMS/password security

- 6.1 You must take all necessary steps to protect and keep your User login ID and password confidential. In the event that you suspect any unauthorised use of your User login ID and password, you must notify KWF immediately at [bestedingen@kwf.nl](mailto:bestedingen@kwf.nl).
- 6.2 Sharing your User login ID and password with any other third party and/or person is strictly prohibited. Such action may result in you being denied access to KWF-GMS and/or in civil or criminal action being taken against you and such third parties and/or person(s).

## 7. Data protection

- 7.1 In agreeing to these Terms you consent to KWF using the personal information you submit to KWF-GMS for the purpose of processing Applications, managing your User account and managing your grant. You understand that such information will be stored in KWF-GMS and may be downloaded and stored off-line or in other relevant systems if necessary for the above mentioned purpose.

- 7.2 You further acknowledge that KWF-GMS allows the Project leader to view personal information submitted by other Users in order to join such Users to a new Application (subject to their consent) using their unique PIN number. Therefore Users must ensure that all personal information they submit to KWF-GMS is kept up-to-date and accurate. You may update your personal information at any time by clicking on profile at the top of the home page.
- 7.3 if you have access via KWF-GMS to others' personal information in connection with an Application (e.g. as a Project leader or a Principal Investigator), you agree to use that information solely for the bona fide purposes of the Application.
- 7.4 KWF takes reasonable precautions (including all reasonable technological and organisational measures) to prevent the loss, misuse or alteration of any personal information you submit to KWF-GMS. Occasionally we may need to amend your details to ensure that they are in an appropriate format for our database (e.g. formatting address fields). See our Privacy Policy at our website [www.kwf.nl](http://www.kwf.nl) for more information on our privacy practices, including how we may use your personal information for purposes not directly connected with an Application and to whom it might be disclosed.
- 7.5 You consent to the transfer of your personal information outside of the European Economic Area to the extent such transfer is necessary, in order to allow us or Reviewers to process or evaluate Applications.

## 8. Publication of applications

- 8.1 For all granted Project proposals, any data fields flagged within the Application as "publishable" will be published on the KWF website and other web-based directories of research, such as the International Cancer Research Portfolio ([www.cancerportfolio.org](http://www.cancerportfolio.org)).
- 8.2 Occasionally, KWF may also provide or exchange with other funding and relevant organisations outline information about rejected and granted Project proposals.

## 9. Intellectual property rights (IPR) – ownership of the information stored on KWF-GMS

- 9.1 With the exception of User Information, KWF and/or its licensors own the copyright in all material and information stored in KWF-GMS, and all related intellectual property rights, including but not limited to all database rights, design rights, trade marks and logos.
- 9.2 By submitting your User Information to us, you agree that you are granting KWF a world-wide, royalty-free, irrevocable and non-exclusive licence to copy, reproduce, display, modify, upload, download, amend, transmit, communicate, adapt, distribute, publish or otherwise make available the User Information, in whole or in part, to the extent necessary to make this information available to other Users and to its employees and agents who are involved in the application award process, unless otherwise arranged formally with KWF. See our "*Financieringsvoorwaarden KWF Kankerbestrijding*" at our website [www.kwf.nl](http://www.kwf.nl) for the KWF's full terms and conditions pertaining to intellectual property rights and (commercial/non-commercial) exploitation of research.

## 10. Limitation of liability and disclaimer

- 10.1 KWF-GMS is provided on an “as is”, “as available” basis and we do 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. Except as described in Clause 7 above, 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.
- 10.2 KWF does not warrant that KWF-GMS is compatible with your computer equipment or that the Site or its server is free of errors, viruses, worms or “Trojan Horses” or such other destructive features, and KWF is not liable for any damages you may suffer as a result of using KWF-GMS. You use KWF-GMS at your own risk.
- 10.3 KWF will not be liable for any losses, costs, claims or damages, (whether direct or indirect including without limitation, damages for loss of profits which includes loss of business revenue, loss of anticipated savings, loss of data and loss or waste of management time) whether arising in contract, tort (including negligence) or otherwise, resulting from your access to or use of, or 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.
- 10.4 you agree to indemnify, defend, and hold harmless KWF, its employees, representatives and agents from and against any claims, actions, demands or other proceedings brought against KWF by a third party, to the extent that such claim, action or other proceeding is based on, or arises in connection with your use of KWF-GMS in any way which breaches these Terms.

## 11. General

- 11.1 If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable then to the extent that they are illegal, invalid or unenforceable, they shall be treated as severed and deleted from these Terms. The remaining Terms shall survive and remain in full force and effect.
- 11.2 KWF will not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control, including without limitation, war, terrorism or technical difficulties.
- 11.3 These Terms are subject to Dutch law and to the exclusive jurisdiction of the Dutch courts.

**I confirm by logging into KWF-GMS that I have read and accept above Terms for use of the Grant Management System, KWF-GMS.**