

Funding Conditions

KWF Kankerbestrijding 2018

KWF Programme Research & Implementation



October 2017

v1.0

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Funding Conditions KWF Kankerbestrijding 2018

Version October 2017

These Conditions apply to all projects funded by KWF Kankerbestrijding (the Dutch Cancer Society) that are undertaken under the supervision of a Dutch lead institute. Specific funding types may be subject to different or additional conditions. These additional conditions are generally laid down in the grant decision.

Article 1 – Definitions

- 1.1 Additional Conditions: additional conditions or conditions that deviate from the Funding Conditions, laid down in the Grant Decision for a Project, or recorded in the written report of the initiation meeting after the Grant Decision, as described in Article 7.1.
- 1.2 Administrative Head: the person who is authorised to legally or statutory represent an organisation, as laid down with the Chamber of Commerce.
- 1.3 Audit Protocol: the protocol for the auditor.
- 1.4 Background Intellectual Property Rights: the intellectual property rights, including knowledge, owned by the Participating Organisation prior to the start of the Project.
- 1.5 Co-funding: a contribution made by an organisation that is not one of the Participating Organisations, in the form of a financial and/or material donation for the execution of the Project specified in the project budget approved by KWF Kankerbestrijding.
- 1.6 Conditions: these Funding Conditions, including the Financial Regulations, the Audit Protocol and any additional conditions that KWF Kankerbestrijding imposes on the Project Leader, Lead Institute, Participating Organisation and the execution of the Project.
- 1.7 Consortium Agreement: an agreement between Participating Organisations that states the terms agreed upon between the parties, relating to the organisational aspects, the distribution of intellectual property rights, the payments to be made among the various parties and any other terms set out by the members of the Consortium. This Agreement is binding for the Participating Organisations included in a Project that falls within funding type 'consortia'.
- 1.8 Consortium: a temporary organisation of Participating Organisations which pool their knowledge and expertise in order to realise a cross-organisational Project, that also governs the financial aspects of the Project and the collaboration.
- 1.9 Dissemination: the distribution and disclosure (including publication) of the Results.
- 1.10 Final Report: the research report and financial statements presented on completion of the Project.
- 1.11 Financial Contact: the contact within the Lead Institute responsible for the financial management of the Project and for liaising on this subject with KWF Kankerbestrijding. The Financial Contact is employed by the Lead Institute.
- 1.12 Financial Regulations: the regulations for the financial account of a Project.
- 1.13 Funding Conditions: the conditions that KWF Kankerbestrijding imposes on the recipient of the Funding as laid down in this document.
- 1.14 Funding: the financial contribution granted to the Project by KWF Kankerbestrijding based on the project budget approved by KWF Kankerbestrijding. The Funding is not intended for a for-profit Participating Organisation.

- 1.15 Grant Decision: the document in which KWF Kankerbestrijding commits to funding all or part of the Project under the conditions stated in this document. This term can also refer to the subsequent decision to amend, suspend or withdraw a previously made Grant Decision.
- 1.16 Implementation: the structural and systematic implementation of the Results of proven value, with the objective of permanently integrating them into professional practice, in organisational procedures or in the fight against cancer.
- 1.17 Lead Institute: the Participating Organisation that employs the Project Leader and the recipient of the Funding, which also acts as the lead manager for the project.
- 1.18 Own Contribution: a contribution by a Participating Organisation in the form of staff and/or a financial and/or material contribution for the execution of the Project, specified in the project budget approved by KWF Kankerbestrijding.
- 1.19 Participating Organisation: an (inter)national organisation within the Project Team which plays an active role in the execution of the Project and bears responsibility for Project activities.
- 1.20 Partnership Agreement: an agreement entered into by KWF Kankerbestrijding and the Participating Organisations in a Consortium that deviates from the Conditions and replaces these Conditions.
- 1.21 Progress Report: periodic reports drafted by the Project Leader for KWF Kankerbestrijding to be used for monitoring purposes and describing the progress of the Project in terms of the status of the research and the financial side.
- 1.22 Project Leader: the researcher who submits the Project Proposal on behalf of the Lead Institute; is in possession of a PhD as of the start date of the Project; bears ultimate responsibility for the execution of the Project and who, during the term of the Project, has an employment contract with the Lead Institute in which a sufficient number of hours are agreed upon which are necessary to be able to perform their duties as a Project Leader.
- 1.23 Project Proposal: the description of the Project submitted by the Project Leader to KWF Kankerbestrijding in order to obtain Funding.
- 1.24 Project Team: all Participating Organisations (including their employees) who have an active role in the execution of the Project and who stand to benefit from the Results.
- 1.25 Project: the project relating to a subdomain of cancer treatment as detailed in the Project proposal, which has been approved by, and will be funded in whole or in part by, KWF Kankerbestrijding.
- 1.26 Researcher: project members including (but not limited to) PhD student, postdoctoral researcher, medical specialist or trainee doctor who play an active role in the execution of the Project.
- 1.27 Result/Foreground Intellectual Property Rights: any and all inventions, results and knowledge, deriving from the Project which are subject to intellectual property rights. In some situations, these can be protected for exclusive use by means of a patent.
- 1.28 Technology Transfer Office ('TTO'): the department that is responsible for the valorisation of research activities, within the Participating Organisation.
- 1.29 Valorisation Activities: all activities related to the protection and commercialisation of the Results. This includes both the registration of intellectual property rights and the licensing or transfer of intellectual property rights to Participating Organisations as well as third parties, and the active commercial exploitation of the Results for the purpose of treating patients.
- 1.30 Written: by post, by e-mail or by any other way of electronic means of communication with which it is possible to send information that is readable and reproducible, unless expressly stated otherwise.

Article 2 – Grant Decision

- 2.1 These Conditions apply to Projects with a Grant Decision effective as of January 2018.
- 2.2 The Project must be executed without any involvement of the tobacco industry in any manner whatsoever. In addition, the Project Team must not become involved in the execution of any other projects involving a relationship with the tobacco industry or tobacco lobby.
- 2.3 KWF Kankerbestrijding reserves the right to amend, suspend or withdraw the Grant Decision in the following cases:
 - a. if the Conditions to which the Grant Decision is subject are not met, or are not met within the time specified;
 - b. if it becomes apparent from the research conducted as specified in Article 6.1 that the Funding was not spent or is not being used for the purpose and/or activities detailed in the Project Proposal;
 - c. if the circumstances have changed in such a way as to prevent the satisfactory or full execution of the Project;
 - d. if the circumstances described in Article 6.5, Article 8.2 or Article 15.5 occur;
 - e. if the evaluation committee that forms part of KWF Kankerbestrijding KWF Board of Advisors is unable to approve the Progress Report or Final Report referred to in Article 7.

This means that KWF Kankerbestrijding, in amending, suspending or withdrawing the Grant Decision, may change the amount or scope of the Funding or suspend or terminate it and will be authorised to reclaim all or part of any funds not spent in a legitimate manner as undue payments.

- 2.4 If a situation occurs as described in Article 2.3, KWF Kankerbestrijding will send the Project Leader and the Lead Institute an amended, suspended or withdrawn Grant Decision in writing, stating the reasons for this decision.
- 2.5 The Project Leader and the Lead Institute can jointly submit a written appeal to KWF Kankerbestrijding, stating their reasons, within fourteen (14) days of the date of the amended, suspended or withdrawn Grant Decision. On receipt of the appeal, KWF Kankerbestrijding will reassess their decision in consultation with the (Advisory Committee of the) KWF Board of Advisors, where necessary after details about the appeal have been provided. KWF Kankerbestrijding will issue a motivated decision in response to the appeal no later than three (3) months following receipt of the appeal. It will be binding, which means it cannot be appealed.
- 2.6 KWF Kankerbestrijding will adjust the Funding payments to reflect the revised Grant Decision with immediate effect. If the objection referred to in Article 2.5 is deemed to be justified, the Funding will immediately be adjusted accordingly.
- 2.7 The Funding will not be transferable if the Project is a personal/individual project for young researchers ('young investigator grant'). The Funding is linked to the Project Leader as an individual (the young investigator) and cannot be transferred during the term of the Project. If the Project Leader finishes the work before the end of the Project period, KWF Kankerbestrijding is entitled to amend, suspend or withdraw the Grant Decision on the grounds of Article 2.3 c.

Article 3 – Responsibility of the Lead Institute

- 3.1 The Lead Institute acts as coordinator and serves as a point of contact for KWF Kankerbestrijding, the Participating Organisations and any other (inter)national organisations involved in the execution of the Project that do not form part of the Project Team.

- 3.2 The Lead Institute is responsible for ensuring that the Grant Decision is signed by all Participating Organisations and that the Project Team fulfils the obligations arising from the Conditions, including the provision of Progress Reports.
- 3.3 The Lead Institute is responsible for ensuring that the Project is carried out primarily in the Netherlands. This is to be assessed by KWF Kankerbestrijding.
- 3.4 The Lead Institute will receive the Funding and is responsible for ensuring that all or part of the Funding is granted to the eligible Participating Organisation(s).
- 3.5 The Lead Institute is responsible for the proper management and recording of the Funding in accordance with the Conditions and has the final responsibility for the Project's finances. The Lead Institute is assisted in this process by the Financial Contact.
- 3.6 The Lead Institute is responsible for ensuring the Co-funding and the Project Team's Own Contribution are provided as agreed. KWF Kankerbestrijding will only fund the personnel and other expenses specified in the Grant Decision up to the maximum amount stated in the project budget approved by KWF Kankerbestrijding.
- 3.7 The Lead Institute will ensure that the Project Team carries out the Project in accordance with all applicable national and international laws, regulations and codes of conduct, including the Human Tissue and Medical Research: Code of Conduct for Responsible Use (2011) (*Gedragscode Goed Gebruik 2011*), the Code of Conduct for Health Research (*Gedragscode Gezondheidsonderzoek*), the Netherlands Code of Conduct for Scientific Practice (2014) (*Gedragscode Wetenschapsbeoefening 2014*) and the Code for the prevention of improper influence due to conflicts of interest (2012) (*Code ter voorkoming van oneigenlijke beïnvloeding door belangenverstrengeling 2012*). The Lead Institute guarantees that the Project Team is in possession of all legally required authorisations and documentation, including the approvals of the Medical Ethical Committee (METc), the Central Authority for Scientific Procedures on Animals (CCD) and the Central Committee on Research Involving Human Subjects (CCMO) before commencing research on humans or laboratory animals, along with any and all other documents relevant to the proper execution of the Project. If there are any deviations in the application of this article by a member of the Project Team, the Lead Institute is required to notify KWF Kankerbestrijding as soon as possible.
- 3.8 The Lead Institute is required to make a reasonable effort to ensure that the Project Team carries out the Project in accordance with FAIR Data principles (Findable, Accessible, Interoperable and Re-usable).
- 3.9 The Lead Institute is responsible for immediately communicating any relevant changes relating to the administrative manager or delegated administrative manager and Financial Contact from the Lead Institute to KWF Kankerbestrijding.
- 3.10 If and to the extent that the activities funded by KWF Kankerbestrijding could potentially cause damage to the Participating Organisation(s) or any third parties – for example in the case of patient research – the Participating Organisation will be required to adequately insure itself against the risk of any claims and indemnifies KWF Kankerbestrijding against any liability relating thereto.

Article 4 - Appointment of staff and duration of the Project

- 4.1 The term of a Project covers a maximum period of the number of months stated in the Grant Decision, calculated from the start date of the Project.
- 4.2 The Financial Contact must notify KWF Kankerbestrijding in writing of the names of the Researchers employed on the Project prior to the start of the Project, both of Researchers employed with KWF funding; and those funded by Own Contribution,

- employed on the Project for 0.5 FTE or more. The start date is the same as the date of the appointment of the Researcher who starts working on the Project first.
- 4.3 If non-scientific staff and/or costs of materials only are included in the project budget that KWF Kankerbestrijding has approved, then the Project start date will be determined in consultation with KWF Kankerbestrijding.
 - 4.4 The Project must commence six (6) months at the latest following the date of notification of the Grant Decision, and the Project Leader is required to have met all the starting conditions by then. The start date is always the first of the month.
 - 4.5 If it turns out to be impossible for the Project Leader to start the Project within the period stated in the previous paragraph, or to meet all the starting conditions, the Project Leader may submit a written request, stating compelling reasons, to postpone the start date or to postpone meeting the starting conditions by a maximum of six (6) months, up to a maximum period of one (1) year after the date of notification of the Grant Decision. The request to postpone the start date or to postpone meeting the starting conditions must be submitted within five (5) months at the latest after the date of notification of the Grant Decision. The request for postponement can only be requested when KWF Kankerbestrijding has received the Grant Decision, including the approved Project Budget, signed by all Participating Organisations.
 - 4.6 The postponement of the start date or meeting the starting conditions requires the written approval of KWF Kankerbestrijding. If KWF Kankerbestrijding does not grant this approval or if the terms for starting a Project are not satisfied, the Grant Decision will be withdrawn pursuant to Article 2.3 a. The Project Leader can subsequently submit another Project Proposal to KWF Kankerbestrijding.
 - 4.7 During the term of the Project, at least one Researcher must be appointed to the Project by a Participating Organisation at the equivalent of 0.5 FTE per year.
 - 4.8 In the case of a Young Investigator Grant, the Project Leader must be appointed to the Project by the Lead Institute for at least the equivalent of 0.5 FTE per year during the term of the Project.
 - 4.9 The requirement to appoint at least one Researcher at the equivalent of 0.5 FTE per year during the term of the Project does not apply to Unique High-Risk Projects.
 - 4.10 If a Researcher is undertaking an internship abroad during the term of the Project, the member of staff in question will remain employed by the Dutch non-profit Participating Organisation during this time. The start date of the internship abroad must be during the first half of the term of the Project. The internship abroad must last at least one (1) month and a maximum of twenty-four (24) months, and must fall completely within the maximum term of the Project, counting from the project start date.
 - 4.11 The Grant Decision, including the approved Project Budget, must be signed by the Project Leader and the administrative managers (or delegated administrative managers) of the Lead Institute and the Participating Organisations, and must be returned to and received, signed and confirmed by KWF Kankerbestrijding. An original, signed copy of the Grant Decision must be used for this; electronically signed copies are not valid.

Article 5 – Funding

- 5.1 KWF Kankerbestrijding will provide a financial contribution to the Project and will not cover the costs of the Project as a whole. If the project is partly financed through Co-funding and/or a Own Contribution by one of the Participating Organisations, this must be specified in the project budget approved by KWF Kankerbestrijding.

- 5.2 KWF Kankerbestrijding will proceed to pay the Funding once the Conditions and all starting conditions stated in the Grant Decision have been met and the Project has started.
- 5.3 Funding for the Project by KWF Kankerbestrijding is granted in accordance with the project budget approved by KWF Kankerbestrijding (including Dutch VAT). The project budget approved by KWF Kankerbestrijding per individual Project serves as the basis for the breakdown of the actual expenses incurred, and the allocation of the funds must be consistent with the approved project budget.
- 5.4 The following types of expenses (i.e. subcategories in the project budget) are eligible for funding:
- a. personnel costs and personal budget;
 - b. open-access publication costs;
 - c. costs of materials;
 - d. equipment expenses;¹
 - e. fees paid to service providers;
 - f. travel and accommodation expenses incurred during international internships;
 - g. costs of activities relating to patient involvement.
- For a further breakdown of the eligible expenses, please refer to Articles 6 to 15 of the Financial Regulations 2018 (October 2017 version).
- 5.5 The personnel costs listed in the project budget approved by KWF Kankerbestrijding are based on the Collective Labour Agreement for Dutch Universities (*CAO-Nederlandse Universiteiten*) (i.e. the pay scales established by the Netherlands Organisation for Scientific Research) for academic staff as well as support staff involved in Dutch and international Participating Organisations.
- 5.6 The following expenses are ineligible for funding:
- a. indirect expenses such as personnel costs, e.g. those relating to project support, overheads at the central, faculty and/or departmental level;
 - b. the employment (in FTE) of researchers as well as non-academic project members who have been assigned to the Project to perform administrative or teaching duties, management/supervision in general or of other projects or perform duties relating to patient care;
 - c. employment of Scientific project staff, such as professors and post-docs, with guaranteed, or yet fully covered, financing from another source of funding.
 - d. housing and office expenses
 - e. employer's statements and letters of intent;
 - f. fees relating to the application, maintenance and transfer of patents;
 - g. expenses relating to infrastructure facilities, including items required for laboratories unless these purchases have been approved and allocated in the project budget under 'Equipment costs';
 - h. expenses relating to the purchase and depreciation of general laboratory equipment² (e.g. flow cytometers and microscopes);
 - i. generic software;

¹ In exceptional circumstances KWF Kankerbestrijding may decide, on the recommendation of the (Advisory Committee of the) KWF Board of Advisors, to reimburse the equipment costs.

² KWF Kankerbestrijding may decide (at the recommendation of the (Advisory Committee of the) KWF Board of Advisors) to reimburse these expenses in exceptional circumstances.

- j. expenses relating to desktop computers, laptops, notebooks etc. that are used for administrative purposes;
 - k. audit fees;
 - l. application fees for permits from the Central Committee on Animal Experimentation (CCD).
- 5.7 The Funding will be provided to the Lead Institute and will not be changed during the term of the Project, except in situations as described in Article 2.3.
- 5.8 KWF Kankerbestrijding will pay 90% of the Funding as an advance (payable quarterly in arrears, calculated from the start date) and will set aside 10% of the Funding. If the approved project budget has all been spent, the 10% of the Funding which has been set aside will be paid after the Final Report has been approved by KWF Kankerbestrijding, based on the recommendation of the review committee that forms part of the KWF Board of Advisors.
- 5.9 If, on completion of the Project, there are funds which have either not been spent or have not been spent for legitimate purposes, KWF Kankerbestrijding will deduct these amounts from the 10% set aside or, if the unspent or illegitimately spent amount is higher than the 10% set aside, KWF Kankerbestrijding will deduct it from the next payment relating to any ongoing Projects undertaken by the Lead Institute. If there are no current Projects available for the deduction, the Lead Institute must pay back any funds not spent or spent illegitimately within 30 days of the date of the letter from KWF Kankerbestrijding by bank transfer to bank account number NL96RABO0383579007 of the KWF Kankerbestrijding, stating the amount returned and the project number as the payment reference. In all cases, the settlement/recovery will take place after the Final Report has been approved by KWF Kankerbestrijding, based on the recommendation of the internal review committee that forms part of the KWF Board of Advisors.
- 5.10 The maximum term of the Funding will be equivalent to the maximum term of the Project, as specified in the Grant Decision and calculated from the start date of the Project.
- 5.11 If a Project, calculated from the start date, has a term of at least twenty-four (24) months, the Project Leader can submit a written request to KWF Kankerbestrijding no later than twelve (12) months prior to the end of the term of the Project to extend the term of the project by a maximum period of twelve (12) months.

Article 6 – Project management

- 6.1 KWF Kankerbestrijding reserves the right to examine, or contract a third party to examine, the allocation of the Funding by the Participating Organisations. The Participating Organisations must promptly cooperate in this process. KWF Kankerbestrijding is entitled to change the Grant Decision in accordance with Article 2.3 b on the basis of the outcome of this investigation.
- 6.2 The Financial Contact will ensure that the Researcher(s) associated with all Participating Organisations are registered as described in Article 4.2, as well as communicating any personnel changes, including any temporary absences of Researchers due to maternity leave or long-term illness. The Financial Contact must inform KWF Kankerbestrijding of this in writing.
- 6.3 The Financial Contact and the Project Leader are required to immediately report to KWF Kankerbestrijding any changes in the composition of the Project Team or any significant changes in the execution of the Project. The Grant Decision may be modified as a result in accordance with Article 2.3 c.

- 6.4 If, with the permission of the Lead Institute, the Project Leader wishes to continue the execution of the Project under the auspices of another institution, this requires the written approval of KWF Kankerbestrijding. This means that the Lead Institute will change and the Grant Decision will be modified in accordance with Article 2.3 c. This may require the approval of the evaluation committee that forms part of the KWF Board of Advisors. The Project Leader is required to submit a written request to this effect to KWF Kankerbestrijding no later than three (3) months prior to the date on which they are to be transferred to another institution.
- 6.5 The Financial Contact and/or the Lead Institute will immediately notify KWF Kankerbestrijding in writing as soon as the Co-funding and/or Personal Contribution (if applicable) is changed or cancelled or if the Project Leader or Lead Institute receive or are granted additional funds for the Project from third parties. This situation will constitute a reason for KWF Kankerbestrijding to reassess the Grant Decision, all of which on the grounds of Article 2.3 d.

Article 7 — Reports

- 7.1 KWF Kankerbestrijding and the Project Leader will hold an initiation meeting, after the date of the Grant Decision, to determine the contact and evaluation times and milestones that will form part of the progress-monitoring process. The progress of the Project will be laid down in Progress Reports. In addition, it is determined when a final decision is taken whether the Funding can be continued. For the purposes of making this decision, the Project will be assessed to see whether it meets all the requirements for the continuation. Agreements reached in the personal interview will be recorded in writing and are part of the Conditions.
- 7.2 Progress reports are submitted by the Project Leader at the request of KWF Kankerbestrijding using the form provided for this purpose.
- 7.3 Final Reports are submitted by the Project Leader to KWF Kankerbestrijding no more than three (3) months following the end of the Project, using the form provided for this purpose. Postponement of the submission of the Final Report by no more than twelve (12) months from the end of the Project term is possible only if a written request to this effect submitted by the Project Leader is approved in writing by KWF Kankerbestrijding. Requests to postpone the submission of the Final Report must be submitted in writing to KWF Kankerbestrijding at least one (1) month before the end of the term of the Project. Some dates and deadlines cannot be extended, including those for the publication of Results and the completion of detailed data analyses. In order to complete the project activities, an extension of the Project term must be applied for, as described in Article 5.11.
- 7.4 If a requested report is not submitted on time and/or is not approved by the internal review committee that forms part of the KWF Board of Advisors, KWF Kankerbestrijding will be entitled to withdraw all or part of the Funding in accordance with Articles 2.3 a and 2.3 e. If this concerns the Final Report, KWF Kankerbestrijding will withdraw the 10% set aside referred to in Article 5.8.
- 7.5 If the Final Report is not submitted in time, KWF Kankerbestrijding will be entitled to suspend funding for new project proposals submitted by the Participating Organisation(s) until the Final Report has been submitted and approved. This also applies if there are still Final Reports relating to previous Projects which have yet to be submitted.

Article 8 – Financial statements

- 8.1 The Lead Institute will send a financial statement to KWF Kankerbestrijding by 1 June of each year, with the Projects being clearly divided into 1) current/ongoing Projects and 2) completed Projects. The Lead Institute is free to submit financial statements relating to completed Projects to KWF Kankerbestrijding before the stipulated time. For further details on the breakdown into current/ongoing and completed Projects, please refer to Article 21 of the Financial Regulations 2018 (October 2017 version).
- 8.2 Statements on completed Projects and Projects that have ended prematurely must include an unqualified audit opinion provided by an authorised auditor. The audit opinion must be submitted to KWF Kankerbestrijding eighteen (18) months at the latest after the completion of the Project. If no audit opinion or unqualified audit opinion has been received, KWF Kankerbestrijding reserves the right to reclaim the full amount of the Funding under the provisions of Article 2.3 d.
- 8.3 The authorised accountant of the Lead Institute will verify that the Funding, Co-funding and/or the Personal Contribution made by the Project Team have been spent appropriately, in accordance with KWF Kankerbestrijding's Audit Protocol 2018 (October 2017 version). The audit fees are not eligible for funding.
- 8.4 The administrative manager or delegated administrative manager of the Lead Institute will sign the financial statement.
- 8.5 KWF Kankerbestrijding reserves the right at any time to have the audit reviewed or to have an additional audit conducted, both at its own expense.

Article 9 – Cooperation by the Project Team

- 9.1 At the request of KWF Kankerbestrijding, the Project Team will cooperate in activities organised by KWF Kankerbestrijding aimed at fundraising for research and/or the provision of information on the research findings.
- 9.2 At the request of KWF Kankerbestrijding, the Project Leader or other Researchers involved in the Project Team will help to review other Project Proposals.

Article 10 – Fundraising

- 10.1 The Project Leader and/or the Lead Institute will immediately inform KWF Kankerbestrijding about any intentions to undertake fundraising activities of their own or about the involvement of Participating Organisations in any fundraising activities undertaken by other organisations.
- 10.2 The Project Leader and the Lead Institute will ensure that the fundraising activities referred to in Article 10.1 do not conflict with the fundraising activities organised by KWF Kankerbestrijding, nor with its objective and mission.

Article 11 – Information and confidentiality

- 11.1 The Project Leader will provide KWF Kankerbestrijding with all information relating to the Project which is relevant to KWF Kankerbestrijding, both on request and at its own initiative.
- 11.2 Participating Organisations that wish to publicise or disclose any information provided by KWF Kankerbestrijding that is known to be confidential require the prior written consent of KWF Kankerbestrijding.
- 11.3 The Project Leader, Project Team, Lead Institute and other Participating

Organisations agree to the publication of the project details³ on the website of KWF Kankerbestrijding, on international websites devoted to cancer research, including the 'International Cancer Research Partnership' homepage (www.icrpartnership.org), and in the annual report and other publications (such as communication and reports to donors) by the Dutch Cancer Society.

- 11.4 KWF Kankerbestrijding reserves the right to adjust the coding for the classification of the Project used by the Project Leader to match the coding for the Project applicable under the rules of the 'International Cancer Research Partnership'.
- 11.5 The Project Leader, Project Team, Lead Institute and other Participating Organisations declare that they agree with the use of the information stated in the Project Proposal by the members of the KWF Board of Advisors (i.e. its internal review committees and the prioritisation meeting) and those tasked with reviewing the Project Proposal, as well as for the purpose of the portfolio analyses. The members of the KWF Board of Advisors (i.e. its internal committees and the prioritisation meeting) and the external reviewers are required to treat the personal and other information in the Project Proposal with due care, including by maintaining the confidentiality of this information and by avoiding any conflicts of interest.
- 11.6 The Project Leader will ensure that no confidential data is included in the project details specified in Article 11.3 which could potentially prevent protection of the Results in the future.

Article 12 – Publications, presentations, and use of the name and logo

- 12.1 The Project Leader and the Lead Institute will guarantee the visibility of KWF Kankerbestrijding as a financier or co-financier of the Project among the members of the Project Team, third parties and the general public.
- 12.2 The Project Leader and the Lead Institute will ensure that it will be clearly stated as part of any Project activities and reports, publications, press releases or presentations relating to the Project Results that the Project is being carried out with the financial support of KWF Kankerbestrijding, and that the mention of the name and logo of KWF Kankerbestrijding are used in accordance with KWF Kankerbestrijding guidelines.
- 12.3 The Project Leader and the Lead Institute will notify KWF Kankerbestrijding of all publications, press releases and presentations relating to the Project Results where possible. This must be done immediately following publication.
- 12.4 The Project Leader and the Lead Institute will ensure that the publication of the Results of the Project does not conflict with the strategy relating to intellectual property described in the Project Proposal. For further information, see Article 14.
- 12.5 The Project Leader will ensure, if the Results have not yet been published in an open-access journal, that a copy of the final version (i.e. the version approved for publication) of any articles relating to the Project will be made available in an online open-access repository as soon as possible, however no later than twelve (12) months following the date of publication.
- 12.6 The Project Leader and the Lead Institute will ensure that the name and logo of KWF Kankerbestrijding will be used when recruiting staff for the Project.

Article 13 – Privacy

The Project Team will at all times act in accordance with the requirements under the Dutch Personal Data Protection Act (*Wet Bescherming Persoonsgegevens*) and the Privacy Statement

³ 'Project details' include the title of the Project, the name of the Project Leader and the composition of the Project Team, the Lead Institute, Co-funders and Advisors, and the Dutch and English summaries of the Project.

published by KWF Kankerbestrijding in order to protect the privacy of all parties involved in the Project. This requirement also extends to any personal data received from third parties. The Privacy Statement of KWF Kankerbestrijding is available on KWF Kankerbestrijding website: www.kwf.nl.

Article 14 – Intellectual Property Rights and Economic Exploitation of Research Activities

- 14.1 The Participating Organisations are required to make a reasonable effort to ensure the Dissemination, Implementation and application of the Results by professionals (including anti-shelving and ensuring the optimum availability of the Results to patients, researchers, healthcare professionals and others).
- 14.2 The Foreground Intellectual Property Rights are vested in the organisation by which the employee responsible for the Results was employed at the time the Results were generated.
- 14.3 Results generated by several employees with different employers, generates shared Foreground Intellectual Property Rights, with the distribution of rights being based on the employees' individual contributions to the Result.
- 14.4 The holder of the Foreground Intellectual Property Rights holds primary responsibility for the Valorisation Activities. If the parties concerned share the Foreground Intellectual Property Rights, they will consult with one another to determine who is responsible for the Commercial Exploitation of Research Activities. KWF Kankerbestrijding will be informed accordingly as soon as possible.
- 14.5 The members of the Project Team will involve their TTO during and after the term of the Project in drafting development plans and undertaking the Valorisation Activities.
- 14.6 The holder of the Foreground Intellectual Property Rights will be entitled to protect and disseminate the Results at their own risk and expense.
- 14.7 The Dissemination of the Results must not prevent the protection of Foreground Intellectual Property Rights.
- 14.8 The members of the Project Team and the TTOs concerned will set out the terms and conditions for any deferral of publications required to protect Foreground Intellectual Property Rights. The Dissemination or Implementation must not be postponed by more than one hundred twenty (120) days, calculated from the proposed date of Dissemination or Implementation.
- 14.9 The Participating Organisations will grant each other the Background Intellectual Property Rights, if and as necessary for the execution of the Project in accordance with the terms and conditions set out prior to the submission of the Project Proposal, at no charge.
- 14.10 The Participating Organisations will grant each other the right to use the Results produced by each Participating Organisation during and, to the extent necessary, for the execution of the Project, at no charge. The Results can also be used for non-commercial research activities and educational purposes, both during and after completion of the term of the Project.
- 14.11 The licensing and transfer of Foreground Intellectual Property Rights between Participating Organisations or third parties will take place at market-level rates, with the exception of the provisions of Article 14.10.
- 14.12 The Participating Organisations are required to notify KWF Kankerbestrijding of any form of protection of Foreground Intellectual Property Rights, not maintaining the protection and/or of the commercialisation of Results, and any revenues generated from this. KWF Kankerbestrijding is entitled to request reports regarding the above.

- 14.13 If the Participating Organisations and any subsidiaries have generated any revenues from the Results – after deduction of the costs of the protection of the Foreground Intellectual Property Rights – the Participating Organisation is required to reinvest at least thirty per cent (30%) of these revenues in cancer research carried out by the Participating Organisation.
- 14.14 In addition to the provisions of Article 14.13 and in the event that there is revenue, or the prospect of revenue, arising from the Results, KWF Kankerbestrijding is entitled, during or within two (2) years of the end of the term of the Project, to decide to reclaim the Funding based on the revenue generated, after deducting expenses relating to the protection of Foreground Intellectual Property Rights. In making this decision, KWF Kankerbestrijding will determine the terms and conditions of repayment.
- 14.15 Any form of liability on the part of KWF Kankerbestrijding is excluded if this liability arises from the use and/or infringement of Background and/or Foreground Intellectual Property Rights held by Participating Organisation(s) or third parties during or after the execution of the Project.

Article 15 – Additional conditions for the ‘consortia’ funding type

- 15.1 A Consortium Agreement is required for Projects that fall into the ‘consortia’ funding type. A Consortium Agreement, or draft consortium agreement, must satisfy the Conditions and must be drafted in consultation with the TTOs (with evidence of this), and must be signed by all Participating Organisations after being approved by KWF Kankerbestrijding. KWF Kankerbestrijding is not a party to the Consortium Agreement, but will be given full access to the Consortium Agreement (or draft or amended agreement) in order to assess whether this agreement is in accordance with the Conditions. As a point of reference, KWF Kankerbestrijding has made a template for a Consortium Agreement (or draft or amended agreement) available on its website www.kwf.nl.
- 15.2 One or more contracts already in place can suffice as a Consortium Agreement provided it/they satisfies/satisfy the Conditions and has/have been approved by KWF Kankerbestrijding. If these contracts do not fully satisfy the Conditions, KWF Kankerbestrijding will be entitled to impose additional requirements on the Participating Organisations.
- 15.3 The Consortium Agreement or one or more contracts already in place that have been approved by KWF Kankerbestrijding will be supplemented on completion of the term of the Project with an addendum that includes the written records of the Results and the distribution of the ownership of the Results. This addendum forms part of the Final Report and must be approved by KWF Kankerbestrijding.
- 15.4 The draft Consortium Agreement or one or more contracts already in place must be submitted to KWF Kankerbestrijding for approval no later than four (4) months following the date of notification of the Grant Decision.
The Project may only commence after KWF Kankerbestrijding has approved the Consortium Agreement and after it has been signed by all Participating Organisations. If there are one or more contracts already in place, it/they must be approved by KWF Kankerbestrijding and it/they must satisfy any additional requirements imposed by KWF Kankerbestrijding before the Project may commence.
- 15.5 Any amendments to the Consortium Agreement, to one or more contracts already in place or to the addendum referred to in Article 15.3 must be submitted to KWF Kankerbestrijding for approval two (2) months at the latest before the intended effective date of the amendments. KWF Kankerbestrijding will inform the Lead Institute in writing about the results of the assessment and any additional

requirements imposed by KWF Kankerbestrijding. Based on the assessment, KWF Kankerbestrijding reserves the right to amend, suspend or withdraw the Grant Decision on the grounds of Article 2.3 d.

- 15.6 If the nature of the Project is such that a Consortium Agreement cannot satisfy the Conditions, KWF Kankerbestrijding may determine that a Partnership Agreement to which KWF Kankerbestrijding is party must be agreed upon.

Article 16 – Applicable law

The Grant Decision and the Conditions are subject to Dutch law.

Appendices:

Financial Regulations KWF Kankerbestrijding 2018 (October 2017 version)
Audit Protocol KWF Kankerbestrijding 2018 (October 2017 version, in Dutch only)