

Terms and Conditions of Funding KWF Dutch Cancer Society 2022

KWF Programme Research & Implementation



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See also: Accountantsprotocol KWF Kankerbestrijding 2022 (only available in Dutch)

Disclaimer:

This document is a translation of the Dutch “Financieringsvoorwaarden KWF Kankerbestrijding 2022 (January 2022)”. KWF Dutch Cancer Society cannot be held accountable for the contents of this translation. In the case of deviations with respect to the explanation of the Terms and Conditions of the Funding, KWF Dutch Cancer Society 2022, the Dutch version prevails over the translation.

Terms and Conditions of Funding, KWF Dutch Cancer Society 2022

These Terms and Conditions apply to projects funded by the KWF Dutch Cancer Society with a Grant Decision dated on or after 1 January 2022. Different or additional terms and conditions may apply for particular projects and are included in the relevant Grant Decision.

Article 1 Definitions

Definitions are written with initial capital letters. The definition is given in the singular form, which includes the plural form.

- 1.1 Managing Director: the natural or legal person (or delegate thereof) with authority to represent an organisation under its articles of association, as registered in the trade register of the Chamber of Commerce.
- 1.2 Co-funding: a contribution from an organisation other than the Lead Institute or a Participating Organisation, in the form of financial and/or material support for the execution of the Project, which is specified in the Approved Project Budget.
- 1.3 Participating Organisation: an organisation that bears substantive and financial responsibility for part of the Project execution, Dissemination and Exploitation, and may receive Funding via the Lead Institute.
- 1.4 Dissemination: the sharing, distribution and making public of the Result, for example through publication, education, training and media activities.
- 1.5 Own Contribution: a contribution from the Lead Institute or a Participating Organisation in the form of staff deployment and/or a financial and/or material contribution for execution of the Project, as specified in the Approved Project Budget.
- 1.6 End Report: the detailed report provided by the Project Leader after completion of the Project, which includes a provisional financial overview of the actual Project expenditures based on the Approved Project Budget.
- 1.7 Exploitation: all activities relating to the validation and further development of the Result, the implementation of the Result, and the commercial or non-commercial use of a product or service based on the Result.
- 1.8 Funding: the financial contribution (including Dutch value-added tax, i.e., BTW) from the KWF Dutch Cancer Society that is awarded to the Project on the basis of the Approved Project Budget.
- 1.9 Approved Project Budget: the project budget approved by the KWF Dutch Cancer Society, which includes the Funding, Own Contribution and Co-funding. The term also covers a revised project budget approved by the KWF Dutch Cancer Society that amends an earlier KWF Dutch Cancer Society-approved project budget.
- 1.10 Lead Institute: a Dutch organisation with final responsibility for the content and financial execution of the Project, Dissemination and Exploitation. The Lead Institute is also the employer of the Project Leader, the recipient of the Funding and the point of contact for the KWF Dutch Cancer Society, the Participating Organisation and other parties involved.
- 1.11 Project Duration: the maximum number of months as stated in the Grant Decision, calculated from the starting date of the Project.
- 1.12 Project: the project, based on the project proposal that is approved by the KWF Dutch Cancer Society. The project is executed by the Project Leader, and is monitored and completed in collaboration with the KWF Dutch Cancer Society.
- 1.13 Project Details: the details about the Project that the KWF Dutch Cancer Society can share publicly. These include the names of the Lead Institute, the Participating Organisation, the Project Leader and co-applicants, the Project summary in Dutch and English, and the Project budget.
- 1.14 Project Leader: the researcher who submits the project proposal on behalf of the Lead Institute, who holds a PhD on the starting date of the Project, and who has final responsibility for the execution of the Project, and for Dissemination and Exploitation of the Result. The Project Leader is allied with the Lead Institute throughout the duration of the Project by means of an employment contract, which allocates sufficient hours for the proper conduct of the activities required of the Project Leader. The Project Leader of an infrastructure initiative is not required to hold a PhD.

- 1.15 Result: all information, samples, knowledge and discoveries resulting from the Project. The Result might be protected now or in the future by intellectual property rights.
- 1.16 Collaboration Agreement: an agreement between the Lead Institute and the Participating Organisation, which includes arrangements regarding the organisational aspects, the ownership (shared or otherwise) of the Result, the Exploitation and Dissemination of the Result, and the financial agreements between the parties.
- 1.17 Written/In Writing: sent by post, e-mail or any other electronic means of communication that enables the transfer of information in a form that is legible, reproducible and verifiable.
- 1.18 Grant Decision: the written document in which the KWF Dutch Cancer Society informs the Project Leader and the Lead Institute of its decision to provide (partial or full) funding for the Project on the basis of the Approved Project Budget and stated Terms and Conditions. The term 'Grant Decision' can also mean a revised decision in which a previous Grant Decision is changed, suspended or withdrawn.
- 1.19 Terms and Conditions: the terms and conditions that the KWF Dutch Cancer Society lays down for the Project Leader, the Lead Institute, and the Participating Organisation that receives Funding via the Lead Institute, for execution of the Project. These include the terms and conditions related to this funding, the "Accountantsprotocol KWF Kankerbestrijding 2022" (only available in Dutch), and additional terms and conditions. Additional terms and conditions are specified in the Grant Decision and in the Written documentation of further agreements between the Project Leader and the KWF Dutch Cancer Society.
- 1.20 Scientific Personnel: an employee who plays an active scientific role in the execution of the Project.

Article 2 Grant Decision

- 2.1 The Managing Director of the Lead Institute and the Project Leader sign the Grant Decision, including the Approved Project Budget. They also ensure that the Grant Decision is signed by the Managing Director of the Participating Organisation that receives Funding.
- 2.2 The KWF Dutch Cancer Society has the right to amend, suspend or revoke the Grant Decision in the event that:
 - a. the Terms and Conditions are not met, or are not met on time;
 - b. there are new (unforeseen) circumstances that impede execution of the Project;
 - c. the work is finished before the end of the Project Duration.
 - d. the periodic reporting or End Report is deemed to be unsatisfactory;
 - e. the Funding has not been used for the execution of the Project in accordance with the Approved Project Budget.

This means that the Funding can be amended, suspended or revoked by means of a Written revised Grant Decision. The KWF Dutch Cancer Society can recover as sums paid but not due any funds that have not been spent or have not been spent legitimately.
- 2.3 Up until fourteen (14) days after the date of the Grant Decision, the Lead Institute and the Project Leader may jointly submit to the KWF Dutch Cancer Society a Written objection to the Grant Decision, stating the reasons for objection. The KWF Dutch Cancer Society shall send a Written and binding decision regarding the objection no later than three (3) months after receipt of the objection. No appeal can be made against this decision.
- 2.4 Up until three (3) months prior to the end of the Project Duration, the Project Leader may submit a Written request to the KWF Dutch Cancer Society for a budget-neutral shift of costs within and between the budget categories, as described in Article 9.1. If the KWF Dutch Cancer Society approves the request, a revised Approved Project Budget will follow. This forms part of the Grant Decision.
- 2.5 If the Project Leader wishes to continue the execution of the Project in the service of a different Lead Institute, the Lead Institute and the Project Leader must jointly submit a Written request to the KWF Dutch Cancer Society no later than three (3) months before the transfer. If the KWF Dutch Cancer Society approves the request, a revised Grant Decision will follow.
- 2.6 If the Project Leader wishes to transfer the execution of the Project to another Project Leader, the Project Leaders must jointly submit a Written request to the KWF Dutch Cancer Society no later than three (3) months before the transfer. If the KWF Dutch Cancer Society approves the request, a revised Grant Decision will follow.
- 2.7 A Project supported by a Young Investigator Grant is tied to an individual and is not transferable to another Project Leader.

Article 3 Responsibilities of Lead Institute and Project Leader

- 3.1 The Lead Institute and the Project Leader are responsible for the proper and timely execution of the Project.
- 3.2 If, due to unforeseen circumstances, the execution of the Project is delayed or stopped (in part or as a whole), the Lead Institute and the Project Manager are responsible for the financial and any other consequences thereof and for the start of further adequate execution of the Project.
- 3.3 The Lead Institute and the Project Leader shall report any changes in the execution of the Project to the KWF Dutch Cancer Society In Writing and in a timely manner
- 3.4 The Lead Institute and the Project Leader shall comply with the obligations arising from the Terms and Conditions.
- 3.5 The Lead Institute shall properly manage and properly administer the Funding in accordance with the Terms and Conditions. The Lead Institute and/or the Project Leader are also obliged to provide administrative information at the request of the KWF Dutch Cancer Society.
- 3.6 The Lead Institute shall pay a portion of the Funding to the Participating Organisation that qualifies for this.
- 3.7 The Lead Institute and the Project Leader are responsible for realising the Own Contribution and/or Co-funding.
- 3.8 The Lead Institute and the Project Leader shall notify the KWF Dutch Cancer Society In Writing immediately if the Own Contribution and/or Co-funding changes or is terminated.
- 3.9 The Lead Institute and the Project Leader shall notify the KWF Dutch Cancer Society In Writing immediately if additional funds for the Project are promised by third parties.
- 3.10 The KWF Dutch Cancer Society does not provide Funding to an organisation that has a relationship with the tobacco industry or the tobacco lobby.

Article 4 Start and Duration of the Project

- 4.1 The Project must meet the conditions for start-up, as set out in the Grant Decision, and will start no later than six (6) months after the date of notification of the Grant Decision.
- 4.2 The start date of the Project is on the first day of a month.
- 4.3 The Project will commence upon Written notice of the appointment of the first Scientific Personnel working on the Project for a minimum of 0.5 full-time equivalents (FTE) per year. If the Grant Decision allows for deviation from the requirement for at least one (1) Scientific Personnel to be working on the Project for a minimum of 0.5 FTE per year, the Project will start upon receipt of a Written commencement form.
- 4.4 If it is not possible to start the Project within six (6) months after notification of the Grant Decision, the Project Leader may submit a Written request to postpone the start date. If the KWF Dutch Cancer Society approves the request, the start date can be postponed for a maximum of six (6) months. The request for postponement of the start date may be submitted after receipt of the KWF Dutch Cancer Society's signed Grant Decision, up to a maximum of five (5) months after the date of notification of the Grant Decision.
- 4.5 Up to three (3) months prior to the end of the Project Duration, the Project Leader may submit a Written request to the KWF Dutch Cancer Society for a budget-neutral extension. If the KWF Dutch Cancer Society approves the request, the Project Duration can be extended for a period of no more than twelve (12) months. If the Project Duration is twenty-four (24) months or less, the maximum budget-neutral extension is six (6) months. This is independent of the budget-neutral extension in connection with maternity leave, as stated in Article 4.6.
- 4.6 If a Scientific Personnel who is working on the Project for at least 0.5 FTE per year goes on maternity leave, the Project Leader is entitled to a budget-neutral extension of the Project Duration of no more than six (6) months.

Article 5 Appointment of personnel

- 5.1 Throughout the Project Duration, at least one (1) Scientific Personnel must work on the Project for a minimum of 0.5 FTE per year and must be employed by the Lead Institute or a Participating Organisation. This does not apply to Unique High-Risk Projects, Infrastructure Initiatives, and Projects for which the Grant Decision deviates from this article.
- 5.2 In the case of a Project supported by a Young Investigator Grant, the Project Leader must work on the Project for at least 0.5 FTE per year and be employed by the Lead Institute for the duration of the Project.
- 5.3 In the case of a Consortium Project and Infrastructural Initiatives, a project manager must work on the Project.
- 5.4 The Lead Institute shall provide the KWF Dutch Cancer Society with Written notification of every Scientific Personnel who is working on the Project for at least 0.5 FTE per year and is appointed by the Lead Institute or a Participating Organisation.
- 5.5 The Lead Institute shall inform the KWF Dutch Cancer Society in a timely manner if the registered Scientific Personnel on the Project changes. This obligation also applies if the change is of a temporary nature, as in the case of illness, maternity leave or staff replacement.
- 5.6 A Scientific Personnel who takes up an internship in another country shall remain an employee of the Lead Institute or the Participating Organisation. The internship abroad shall last at least one (1) month and no more than the half of the Project Duration, with a maximum of twenty-four (24) months. The internship must fall completely within the Project Duration.

Article 6 Collaboration agreement and agreement with a third party

- 6.1 The KWF Dutch Cancer Society may require a Collaboration Agreement and/or an agreement with a third party, in so far as the latter relates to the Project and/or the Exploitation of the Result. This may be signed before the start of the Project or during the Project Duration.
- 6.2 The Collaboration Agreement and/or an agreement with a third party may not be in conflict with the Terms and Conditions.
- 6.3 the KWF Dutch Cancer Society must be given full access to the draft and final version of the Collaboration Agreement and/or an agreement with a third party.
- 6.4 The signed Collaboration Agreement and/or an agreement with a third party is subject to the approval of the KWF Dutch Cancer Society.
- 6.5 Any changes in the signed Collaboration Agreement and/or an agreement with a third party must be approved by the KWF Dutch Cancer Society.

Article 7 Funding and payment

- 7.1 The KWF Dutch Cancer Society shall make the Funding available to the Lead Institute.
- 7.2 The KWF Dutch Cancer Society shall only modify the Funding by means of a revised Grant Decision.
- 7.3 The KWF Dutch Cancer Society shall stipulate the payment schedule In Writing in accordance with the Approved Project Budget related to the Grant Decision.
- 7.4 The KWF Dutch Cancer Society shall pay ninety (90) percent of the Funding to the Lead Institute at the end of every quarter during the Project Duration, calculated from the Project start date, as described in Articles 4.2 and 4.3.
- 7.5 The KWF Dutch Cancer Society shall pay the remaining ten (10) percent of the Funding to the Lead Institute upon timely receipt and approval of the End Report and the financial reporting, as described in Article 10.
- 7.6 In the event that the financial reporting shows that funds were not spent or were not spent legitimately, these will be recovered by the KWF Dutch Cancer Society. This may be done by withholding part or all of the remaining ten (10) percent, by deducting the unspent or illegitimately spent funds from the next payment due to the Lead Institute for other projects, or by the Lead Institute making a refund payment to the KWF Dutch Cancer Society.

Article 8 Monitoring

- 8.1 The Project Leader and the KWF Dutch Cancer Society shall agree on a schedule for contact timepoints, evaluations and milestones as the basis for monitoring the Project. These agreements will be recorded In Writing.
- 8.2 The Lead Institute and the Project Leader shall document the substantive and financial progress of the Project in periodic reports for the purpose of monitoring the Project.
- 8.3 The Lead Institute and the Project Leader shall submit the End Report to the KWF Dutch Cancer Society no later than six (6) months after the end of the Project Duration. Up until one (1) month before the end of the Project Duration, the Project Leader may submit to the KWF Dutch Cancer Society a Written request to extend the deadline for submission of the End Report by a maximum of six (6) months. If the KWF Dutch Cancer Society approves the request, this will be confirmed In Writing.

Article 9 Project budget

- 9.1 The KWF Dutch Cancer Society shall provide a framework for the project budget. The Project Leader shall include all amounts (including any value-added tax) in the project budget. The project budget covers the following categories:
 - a. Personnel:
 - The budget item personnel is intended for the actual implementation of the Project by project staff employed by the Lead Institute or Participating Organisation.
 - The personnel costs are based on the salary scales in the Collective Labour Agreement of the Dutch Federation of University Medical Centres (Dutch acronym NFU).
 - The item personnel includes the salary and all statutory FTE-related bonuses and premiums, based on the NFU salary scales, including the personal budget, disability allowance and transition allowance.
 - The KWF Dutch Cancer Society provides funding for a maximum of one (1) FTE Project Leader per year.
 - b. Additional personal budget:
 - The item additional personal budget is intended for congress attendance and associated travel and accommodation costs, dissertation printing costs and publication costs.
 - The additional personal budget is set at € 750.00 per year, per FTE Scientific Personnel funded by the KWF Dutch Cancer Society.
 - c. Materials:
 - The item materials is intended for materials specifically required for the Project, such as:
 - software and licences;
 - consumables (materials that have no economic value after they are used):
 - consumables up to a maximum total of € 12,500.00 per year, per FTE project staff member who is funded by the KWF Dutch Cancer Society and uses these consumables for the purpose of laboratory research;
 - Project-specific consumables;
 - materials for purposes such as literature studies, questionnaires and market research;
 - purchase and housing of laboratory animals;
 - use of specialist equipment;
 - costs of travel and accommodation for data collection, site visits and stakeholder meetings;
 - compensation for patients who participate in the execution and evaluation of the Project;
 - Auditor's fees up to a maximum of € 2,500.00 per Project.
 - d. Internal and external service provider and inclusion centre:
 - The item service provider is intended for the use of facilities and services specifically required for the Project.
 - The item service provider includes such expenses as the costs of Project-specific declarations from the Central Commission for Animal Testing, the Medical Ethics Review Committee and the Central Committee for Medical Research in the Netherlands (Dutch acronyms: CCD, METc and CCMO, respectively).
 - The item inclusion centre is intended for the use of services of an inclusion centre as specifically required for the Project.
 - e. Open access publishing:

The item open access publishing is intended for the costs of publication in an open access journal and archiving of the publication in an online repository during the Project Duration, up to a maximum total of € 10,000.00. Following approval by the KWF Dutch Cancer Society, open access publication costs that are incurred after the Project Duration but before the audit statement is issued qualify for funding.

- f. International Internship:
The item international internship is intended for the costs of travel in economy class and accommodation.
 - g. Own Contribution:
The item Own Contribution is a specified account of the staff deployment, and/or a financial and/or material contribution.
 - h. Co-funding:
The item Co-funding is a specified account of a financial and/or material contribution.
- 9.2 Infrastructure costs at the organisational level, and the costs of materials and personnel not related to the Project, are not eligible for funding.
- 9.3 The costs of deployment of Scientific Personnel, such as senior scientific staff, a medical specialist and a Project Leader, who receive structural funding, for example from the first flow of funds, are considered by the KWF Dutch Cancer Society to be infrastructural costs at the organisational level, and are therefore not eligible for funding. This does not apply to funding in the form of a Young Investigator Grant.
- 9.4 The KWF Dutch Cancer Society records In Writing, in the Approved Project Budget associated with the Grant Decision, the budget items and amounts that are eligible for Project funding.

Article 10 Financial reporting

- 10.1 The Project Budget approved by the KWF Dutch Cancer Society forms the basis for the financial reporting of the Project.
- 10.2 Two weeks before a progress meeting, the Lead Institute shall submit In Writing a recent (not older than three months) financial overview of the Project to the KWF Dutch Cancer Society, as mentioned in Article 8.2. This is an overview of Project expenditures up to that point in time, based on the Project Budget approved by the KWF Dutch Cancer Society. The total amount spent on the Project during the Project Duration is part of the End Report, as described in Article 8.3. Use of the awarded Funding shall finally be determined by the KWF Dutch Cancer Society based on the reports specified in Articles 10.5 and 10.6.
- 10.3 All realised project expenditures must be specified per Project, with the exception of the supplementary personal budget, consumables for laboratory tests and the audit fees.
- 10.4 The realised project expenditures for the budget item personnel must be reported as follows:
- a. A declaration of effort (presented in the format shown in Appendix A) must be submitted for each project staff member funded by the KWF Dutch Cancer Society. This will show the actual deployment of staff to the Project. The KWF Dutch Cancer Society does not require registration of the hours worked, in addition to what is described in the declaration of effort.
 - b. The realised project expenditures for the budget item personnel will be funded up to the maximum amount approved for the project staff member.
 - c. The realised project expenditures shall comply with the Collective Labour Agreement and conditions of employment that are applicable in the organisation where the project staff member is working.
 - d. In so far as these expenditures do not form part of the wage costs, a total of 5% as part of the existing mark-up from the NFU salary table may be added without specification within the budget item personnel, on top of the realised wage costs of a project employee, for transition allowance (3.5%), work disability (0.6%) and personal budget (0.9%).
- 10.5 No later than eighteen (18) months after the end of the Project Duration, the Lead Institute will deliver an unqualified audit report, prepared by an independent auditor with certifying authority ("accountant"), regarding the realised total project expenditures funded by the KWF Dutch Cancer Society of € 125,000 or more, using the Template for Final Financial Statement for the Project (Appendix C). If the Lead Institute has spent less than € 125,000 on the Project, it will be sufficient to deliver a governance statement signed by the Managing Director listing the realised project expenditures in the format shown in the Template Governance Statement (Appendix B). These expenses do not need to be audited by an accountant.
- 10.6 If one or more Participating Organisation(s) receives Funding via the Lead Institute and/or the Project involves an Own Contribution and/or Co-funding of the Project, the Lead Institute shall also deliver no later than eighteen (18) months after the end of the Project Duration a report of factual findings prepared by an accountant in accordance with COS 4400N 'Engagement to perform agreed specified work'. This provides a comprehensive financial overview of the Project,

in the format specified in the Template for Final Financial Statement for the Project (Appendix C). The accountant hereby determines whether the amounts reported for the Participating Organisation(s), the Own Contribution and the Co-funding in the final financial statement of the Project match the financial statements provided and whether the required audit and/or governance statements are present:

- a. an audit statement from each Participating Organisation, prepared by an accountant, regarding total project expenditures of € 125,000 or more funded by the KWF Dutch Cancer Society;
 - b. a governance statement from each Participating Organisation for realised project expenditures less than €125,000. These realised project expenditures funded by the KWF Dutch Cancer Society do not have to be audited by the accountant;
 - c. a governance statement from the Lead Institute and the Participating Organisation in the event of Own Contribution;
 - d. a governance statement from the co-funder in the event of Co-funding.
- 10.7 The KWF Dutch Cancer Society reserves the right at all times to audit, at its own expense, the use of the Funding, the Own Contribution and the Co-funding by the Lead Institute and the Participating Organisation.
- 10.8 If the Lead Institute and/or Participating Organisation do not deliver an unqualified audit opinion and/or governance statement in a timely manner, the Conditions will be deemed not met.

Article 11 Handling information

- 11.1 The Lead Institute and the Project Leader shall provide the KWF Dutch Cancer Society in a timely manner with all relevant information related to the Project, both on request and without being asked.
- 11.2 The Lead Institute, the Project Leader and the Participating Organisation agree that the information related to the Project will be reviewed and analysed. The reviewers and the employees of the KWF Dutch Cancer Society are obliged to handle this information with due care, for example by respecting confidentiality and avoiding conflicts of interest.
- 11.3 De Project Leader shall ensure that no confidential information is included in the Project Details that could obstruct any potential future protection of the Result.
- 11.4 The Lead Institute, the Project Leader and the Participating Organisation agree to publication of the Project Details on the website of the KWF Dutch Cancer Society, on other websites such as the 'International Cancer Research Partnership' website, and in the KWF Dutch Cancer Society's annual report and other publications, such as communications and reports to donors.
- 11.5 The Lead Institute, the Project Leader and the Participating Organisation must receive Written approval from the KWF Dutch Cancer Society before disclosing confidential information. This concerns information that the KWF Dutch Cancer Society states is confidential or that by its nature can reasonably be assumed to be confidential.

Article 12 Dissemination and Exploitation

- 12.1 The Lead Institute and the Participating Organisation shall make efforts to ensure the Dissemination and Exploitation of the Result.
- 12.2 The Lead Institute and the Project Leader shall inform the KWF Dutch Cancer Society about Dissemination.
- 12.3 The Lead Institute and the Participating Organisation shall make efforts to publish the Result in an open-access journal and/or an online open-access repository.
- 12.4 Each Result generated by or on behalf of the Lead Institute and/or Participating Organisation is the exclusive property of that organisation. In so far as ownership of the Result does not already accrue to it by law, the Lead Institute and/or Participating Organisation shall ensure that its staff, students and other representatives transfer the Result to it or that these persons grant the Lead Institute and/or Participating Organisation the rights enabling it to act exclusively with respect to the property rights (including intellectual property rights).
- 12.5 If the Result is generated by or on behalf of the Lead Institute and a Participating Organisation, ownership of the Result is shared. The distribution of this ownership is based on the demonstrable (intellectual) contributions the employees of the respective organisations have made to realisation or the Result.
- 12.6 Dissemination must not obstruct protection of the Result. Dissemination may be postponed for a maximum of one hundred and twenty (120) days, starting from the original planned date of Dissemination.

- 12.7 The Lead Institute and the Participating Organisation shall grant each other, without compensation, the right to use of their background intellectual property rights during the Project, to the extent necessary for execution of the Project.
- 12.8 The Lead Institute and the Participating Organisation shall grant each other, without compensation, the right to use of the (shared) Result each has generated, to the extent necessary for execution of the Project.
- 12.9 The Lead Institute and the Participating Organisation shall grant each other, without compensation, the right to use of the (shared) Result each has generated, for non-commercial research and educational purposes during and after the end of the Project.
- 12.10 Exploitation of the Result for commercial purposes shall require a remuneration in line with normal market value, payable to the owner or co-owners of the Result.
- 12.11 The Lead Institute and the Participating Organisation shall make efforts to ensure that the final price of the product or service derived from the Result will not obstruct its availability and applicability in the market. Wherever possible, the Result, product or service will be made available first in the Netherlands, either in the setting of (clinical or non-clinical) research or as a marketed product.
- 12.12 The Lead Institute and the Participating Organisation shall include the principles stated in article 12.11 as a perpetual clause in every agreement that they secure with respect to Exploitation, including a licence agreement and a transfer agreement.
- 12.13 The Lead Institute and the Participating Organisation shall provide the KWF Dutch Cancer Society with information about Dissemination of the (shared) Result up until three (3) years after the end of the Project Duration.
- 12.14 The Lead Institute and the Participating Organisation shall provide the KWF Dutch Cancer Society with information about Exploitation of the (shared) Result up until ten (10) years after the end of the Project Duration.
- 12.15 If the Exploitation generates revenues, the Lead Institute and the Participating Organisation are obliged to re-invest at least thirty percent (30%) of these revenues in oncological research for a period of five (5) years. The Lead Institute and the Participating Organisation shall give the KWF Dutch Cancer Society an overview of the revenues and re-investment. In the absence of evidence that the revenues have been reinvested in oncological research, the KWF Dutch Cancer Society has the right to reclaim the Funding.

Article 13 Legal liability

- 13.1 The Lead Institute and the Participating Organisation carry out the Project on their own responsibility and at their own risk.
- 13.2 The Lead Institute and the Participating Organisation indemnify the KWF Dutch Cancer Society against any liability regarding harmful consequences resulting from the Project. This also applies if damage (including damage to third parties) arises from the use of the Result during or after the Project.
- 13.3 The Lead Institute and the Participating Organisation shall take out adequate insurance cover against harmful consequences resulting from the Project and the risk of claims.

Article 14 Contribution to activities of the KWF Dutch Cancer Society

- 14.1 Where possible and when asked, the Project Leader and project staff members shall contribute to activities of the KWF Dutch Cancer Society, including fundraising and communication activities.
- 14.2 The Project Leader and Scientific Personnel shall, on request, serve as referees for the evaluation of the KWF Dutch Cancer Society project proposals.

Article 15 Own fundraising

The Lead Institute, the Project Leader and/or the Participating Organisation will immediately inform the KWF Dutch Cancer Society if they raise funds for the Project themselves or assist other organisations' fundraising activities for the benefit of the Project. They shall ensure that these fundraising activities do not conflict with the fundraising activities of the KWF Dutch Cancer Society, or with its goals and mission.

Article 16 Use of name and logo

- 16.1 The Lead Institute, the Project Leader and the Participating Organisation shall use the name and where possible the logo of the KWF Dutch Cancer Society/KWF Kankerbestrijding when recruiting staff for the Project.

- 16.2 The Lead Institute, the Project Leader and the Participating Organisation shall ensure that communications for Dissemination of the Project state that the Project is being carried out with the financial support of the KWF Dutch Cancer Society/KWF Kankerbestrijding, with inclusion of the name and where possible the logo in accordance with the guidelines of the KWF Dutch Cancer Society/KWF Kankerbestrijding. These guidelines are available on the website of the KWF Dutch Cancer Society/KWF Kankerbestrijding.

Article 17 Final provisions

- 17.1 The Terms and Conditions are governed by Dutch Law.
- 17.2 The Lead Institute, the Project Leader and the Participating Organisation:
- shall ensure that the Project is conducted in accordance with all relevant national and internal laws, regulations, guidelines and codes of conduct;
 - guarantee that all legally required authorisations and documentation are in place to enable the start of research involving humans or laboratory animals;
 - shall inform the KWF Dutch Cancer Society immediately if there is any deviation regarding the application of this article.
- 17.3 The Lead Institute, the Project Leader and the Participating Organisation shall at all times act in accordance with the General Data Protection Regulation and the Privacy statement of the KWF Dutch Cancer Society, with the aim of protecting the privacy of all who are involved in the Project. This obligation also extends to the protection of personal details obtained from third parties. The Privacy statement of the KWF Dutch Cancer Society is available on the website of the KWF Dutch Cancer Society/KWF Kankerbestrijding.
- 17.4 The Lead Institute and the Participating Organisation are both responsible for the correct application of Dutch value-added tax (BTW).
- 17.5 The Lead Institute, the Project Leader and the Participating Organisation shall make every effort to ensure that the Project is carried out according to FAIR Data principles (Findable, Accessible, Interoperable and Re-usable).
- 17.6 The Terms and Conditions apply to the Lead Institute, the Project Manager and the Participating Organisation that receives funding via the Lead Institute. In addition, these Terms and Conditions may apply to a Participating Organisation that does not receive Funding, as well as other third parties. If so, the relevant parties will be informed about the Terms and Conditions by the Lead Institute and/or the Participating Organisation that receives Funding via the Lead Institute.
- 17.7 Terms and Conditions that are by their nature intended to continue after the end of the Project remain effective thereafter.
- 17.8 All disputes arising as a result of the Terms and Conditions that are not resolved by mutual agreement may be brought before the competent court in Amsterdam.

Appendix A Template for Effort Statement

This is the template for the Effort Statement required for Projects funded by the KWF Dutch Cancer Society.

Project number issued by the KWF Dutch Cancer Society: _____

Project title: _____

Project leader: _____

Lead institute: _____

Grant Decision date: _____

Project start date: _____

Project end date: _____

Employee	Function	FTE deployment	Worked on Project from/to

I hereby declare that the employee named above was assigned to and worked on the specified Project at the organisation: _____

Place: _____

Date: _____

Signature of the employee's (Senior) Manager: _____

Signature of the employee: _____

Signature of the Project Leader: _____

Appendix B Template for Governance Statement

This is the template for a governance statement relating to Projects funded by the Dutch Cancer Society. It is intended for the Lead Institute or a Participating Organisation that has realised expenditures of less than € 125,000 on the Project as well as an organisation providing an Own Contribution / Co-funding for the Project. If the realised project expenditures of the Lead Institute or a Participating Organisation on the Project amount to € 125,000 or more, an audit statement on the realised Project expenditures from an independent auditor with certifying authority is required.

Project number KWF Dutch Cancer Society: _____

Project title: _____

Project leader: _____

Lead institute: _____

Grant Decision date: _____

Project start date: _____

Project end date: _____

Own Contribution / Co-funding in euros (if applicable): _____

Own Contribution / Co-funding in material resources (description, if applicable): _____

Own Contribution in FTE (if applicable): _____

	Realised expenditures on the Project (in euros) by the Lead Institute or a Participating Organisation (if applicable)
Personnel	
Additional personal budget	
Materials	
Service provider and inclusion centre	
Open Access publishing	
International Internship	
Total realised project expenditures (less than € 125,000)	

The Managing Director of the Lead Institute or Participating Organisation declares that the above-mentioned Own Contribution / Co-funding / project expenditures have been realised for the above-mentioned Project, in compliance with the applicable Funding Terms and Conditions. The Managing Director declares to be responsible for the accuracy and completeness of the above-mentioned Own Contribution / Co-financing / realised project expenditures.

Organisation: _____

Place: _____

Date: _____

Signature of the Managing Director: _____

