

Funding conditions 2025

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Disclaimer

This document is a translation of the Dutch "Financieringsvoorwaarden KWF Kankerbestrijding 2025 (September 2024)". KWF Dutch Cancer Society cannot be held accountable for the content of this translation. In case of any substantive discrepancies between these two documents, the Dutch version will prevail over the translation.

1. Introduction

KWF Dutch Cancer Society (hereinafter: "**KWF**") is against cancer and for life. Our mission is to prevent cancer, promote early detection and improve our understanding of and treatment options for cancer. We aim to support patients and their loved ones at every stage of life. To do so, we rely in part on donations to fund projects that contribute to our mission.

The disbursement of donated funds calls for responsible funding practices and clear funding conditions. This document, **the Funding Conditions**, lays down such conditions, specifying:

- The principles applicable to the Funding and the execution of the Project
- The relationship and communication between the recipient(s) of the Funding and KWF from the moment of the Grant Decision
- Substantive and financial accountability methods
- The practical implementation of the Results

KWF's decision to provide Funding is documented in the Grant Decision letter. This document also lays down Project-specific Conditions or any deviations from the Funding Conditions. Together, the conditions and documents shown in *Figure 1* make up **the Project Conditions**.

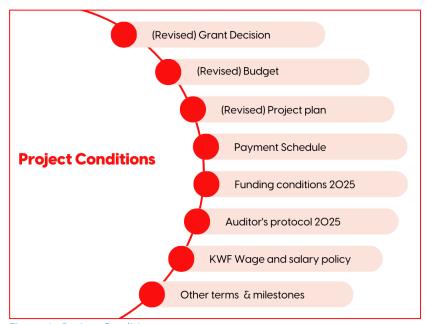


Figure 1: Project Conditions

The various documents and templates mentioned in the Funding Conditions can be found on the KWF website or in GMS. The website also has a FAQ page with more information on various topics covered in the Funding Conditions.

2. Definitions

Below are the key definitions used in the Funding Conditions. Several chapters introduce new definitions, which are highlighted in bold for the sake of clarity.

Other Projects

Projects that contribute to KWF's mission in ways other than by conducting scientific cancer research.

Budget

The original or revised project budget approved by KWF. The Budget contains an overview of the total project budget, including Own Contribution, Co-funding, and VAT, if applicable.

Funding

The financial contribution granted by KWF to the Project. This contribution includes VAT and is based on the submitted project budget.

Research Projects

Projects that contribute to KWF's mission by conducting scientific cancer research.

Project

The project for which KWF has granted Funding based on the submitted project proposal.

Project Conditions

All conditions and additional terms applicable to the Funding. See also *Figure 1*.

Result

All outcomes resulting from the Project, including knowledge, information, inventions, products or services, samples, networks, and innovations.

Written / In Writing

Via email or a communication platform provided by KWF, such as the Grant Management System (**GMS**) or www.kwf.nl/vraag.

Grant Decision

The letter containing KWF's decision to grant Funding to the Project. This also includes any revised or additional Grant Decision letter.

3. Principles for Funding

The following Principles apply to the Funding and the execution of the Project.

Donations

KWF relies on donated funds to achieve its mission and fund projects. This Funding must therefore be spent deliberately and with integrity, be clearly accounted for, and contribute to KWF's mission.

Practical impact of the Results

KWF's goal is for Results to be widely implemented in practice. Results should also be accessible and affordable, and benefit patients and their loved ones at every stage of life.

Conduct of Parties

The Project Parties (see *Chapter 4*) must not act counter to the mission, objectives, and fundraising activities of KWF. They are expected, for example, not to collaborate with entities related to the tobacco industry and the tobacco lobby.

KWF's Reputation

KWF must be informed <u>immediately</u> of any situation that could impact its reputation. This includes, for example, fraud perpetrated within a Project or by a Project Party.

Diversity & Inclusion

In the execution of Projects and implementation of Results, KWF encourages parties to pay due attention to differences among individuals and particularly to diversity & inclusion.

Lead Organisation & Project Leader's role

The Lead Organisation and the Project Leader (see *Chapter 4*) serve as the primary points of contact and are ultimately responsible for executing the Project and ensuring compliance with the Project Conditions.

Notifications, changes & requests

Notifications, changes and requests must be submitted to KWF promptly and in writing.

Budget-neutral

Budget neutrality means that any changes to the Budget and/or Project Duration should not result in an increase or decrease in Funding.

Deviations from Funding Conditions

KWF may deviate from the Funding Conditions. This will be documented in the Grant Decision or via GMS where applicable.

4. Parties to the Project

4.1. Introduction

Various Parties can be involved in the Project. *Figure 2* provides an overview of these parties, distinguishing between **Project Parties** and **Supporting Parties**.

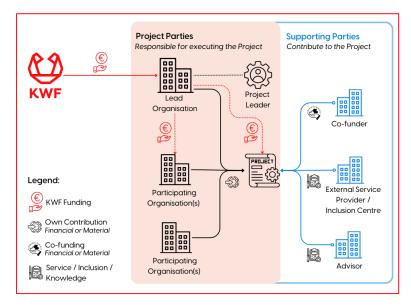


Figure 2: Overview of Project Parties and Supporting Parties

4.2. Project Parties

4.2.1. Lead Organisation & Project Leader

Figure 3 outlines the responsibilities of and conditions for the **Lead**Organisation and the **Project Leader**.

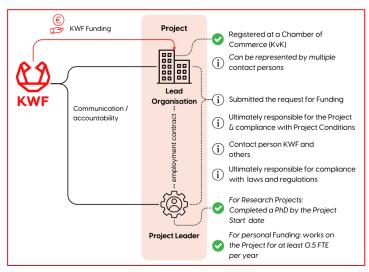


Figure 3: Lead Organisation & Project Leader

Additionally, they are ultimately responsible for:

- Properly managing and administering the Funding (see Chapter 7 and Chapter 8)
- Submitting the required financial reporting on time (see Chapter 8)
- Notifying KWF of changes to the Budget (see § 7.4) or the Project (see § 8.3)
- Securing the Own Contribution and/or Co-funding (see § 7.3)
- Informing KWF about fundraising activities related to the Project
- Mentioning KWF in communications about the Project in accordance with the Guidelines for Mentioning KWF (*Richtlijn* vermelden KWF)
- Providing KWF with timely updates on the practical impact of the Results (see § 9.9 and § 9.10)

4.2.2. Participating Organisations

Figure 4 illustrates the relationship between the Lead Organisation and **Participating Organisations**.

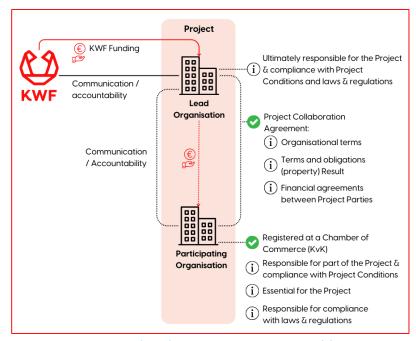


Figure 4: Overview Lead- and Participating Organisations(s)

The Collaboration Agreement between the Lead Organisation and Participating Organisations (see *Figure 4*) and any modifications to it may not conflict with the Project Conditions. KWF has a reserved approval right over the Collaboration Agreement and any changes to it.

4.2.3. Liability

The Lead Organisation and Participating Organisation(s) carry out the Project at their own risk and responsibility. KWF is indemnified against

any liability for damages arising from the Project and the execution thereof or from the use of the Project's Result. The Lead Organisation and Participating Organisations must ensure they have adequate insurance coverage to be protected against potential damages and third-party claims.

4.2.4. Changes to Project Parties

Any request to change the Project Parties must be submitted to KWF in accordance with *Figure 5*.

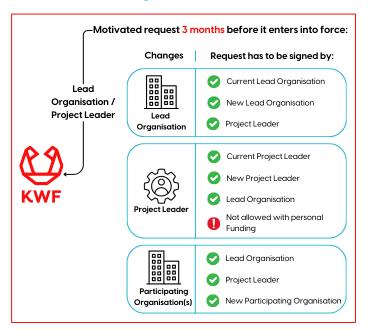


Figure 5: Submitting a change in Project Parties

4.3. Supporting Parties

Supporting Parties provide a financial, service-related, or material contribution to the Project but are not responsible for executing the Project or part thereof. They do not receive ownership of the Result.

KWF has a reserved approval right over any agreements with a Supporting Party to ensure compliance with the Project Conditions, e.g. with regard to ownership of the Result.

4.4. Personnel

Project Parties must mention KWF when recruiting personnel for the execution of the Project, in line with the Guidelines for Mentioning KWF (*Richtlijn vermelden KWF*). KWF encourages diversity & inclusion in the recruitment process.

Personnel included in the Budget must be appointed in accordance with the Project Conditions and Budget. Upon request, Project Parties must provide KWF with insight into personnel appointed to the project.

Scientific Personnel

Research Projects must have at least one **Scientific Personnel** (as meant in *Figure 12*), who must:

- Work on the Project for at least 0.5 FTE per year
- Be actively involved in the scientific execution of the Project
- Be employed by the Lead Organisation or Participating Organisation(s), even if they go on an internship abroad

The Project Leader must notify KWF promptly of any changes to the appointment of Scientific Personnel.

The following requirements apply to **Internships abroad**:

- The internship must last at least one month
- The internship may not exceed half of het Project Duration (see § 6.2) and may not be longer than 24 months
- The internship must fall entirely within the Project Duration

Project Manager

KWF may require that a **Project Manager** be appointed. The Project Manager is responsible for managing the Project and/or overarching Projects.

4.5. Involvement in KWF's Activities

KWF may request the Project Leader and Project Staff to participate in fundraising or communication activities for KWF. This can also include activities related to a designated donation made to the Project.

Additionally, the Project Leader and Project Personnel may be asked to serve as reviewers for evaluating project funding applications at KWF.

5. Grant Decision Letter

5.1. Introduction

The decision to grant Funding is documented in the Grant Decision Letter. Any changes to the Project are recorded in a revised Grant Decision Letter or via GMS. The contents of the Grant Decision letter are shown in *Figure 6*.

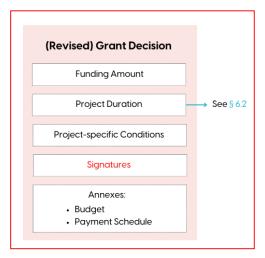


Figure 6: Contents of the Grant Decision Letter

5.2. Funding Amount

The amount of Funding is based on the Budget, which specifies the Project items eligible for funding and the corresponding amounts.

A designated donation made to the Project does not affect the total amount of the funding. It only means that the funding is covered partly or in full by an individual donor.

5.3. Project-specific Conditions

The Grant Decision Letter also specifies **Project-specific Conditions**, which may consist of:

- Any deviations from the Funding Conditions
- **Starting Conditions**: these must be met before the start of the Project
- Monitoring Conditions: these must be met during or after the Project Duration (see § 6.2)

5.4. Signing the Grant Decision Letter

The Grant Decision letter must be signed by the Lead Organisation, Project Leader, and any Participating Organisations receiving Funding. Only authorised representatives may sign the letter on behalf of the Lead Organisation or Participating Organisations.

5.5. Payment Schedule

The Funding is disbursed to the Lead Organisation in accordance with the Payment Schedule, which is based on the Budget. The Funding is paid out in accordance with *Figure 7*:

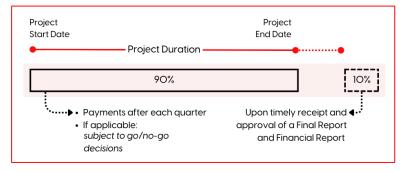


Figure 7: Payment Schedule

5.6. Amendment, suspension or revocation of the Grant Decision Letter

KWF may amend, suspend or revoke the Grand Decision Letter and/or Funding through a revised Grant Decision Letter if:

- The Project Conditions are not met (on time) (see § 8.8)
- Unforeseen circumstances hinder the execution of the Project
- The activities of the Project are terminated before the end of the Project Duration
- A situation arises that could damage KWF's reputation, such as actions or statements made by the Project Parties
- A Project Party violates the Principles for Funding (see *Chapter 3*)

5.7. KWF Contact

The Grant Decision Letter specifies the KWF contact person assigned to the Project. If this contact person changes during the execution of the Project, the Lead Organisation and the Project Leader will be informed in Writing.

6. Project Start & Duration

Figure 8 outlines the general Project timeline, starting from the Grant Decision and including possible extensions.

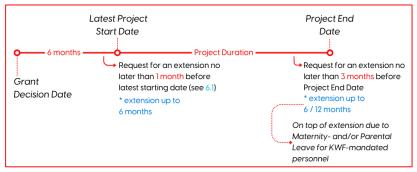


Figure 8: Project timeline

6.1. Start

The Project must start no later than 6 months after the date on the Grant Decision Letter, see *Figure 9*. If the letter is not dated on the first day of the month, the six-month period will start on the first day of the following month.

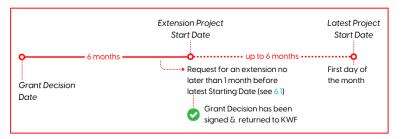


Figure 9: Timeline and conditions prior to Project Start

If necessary, the Project Leader can submit a motivated Written Request to KWF to postpone the Starting Date in accordance with *Figure 9*.

6.2. Project Duration

The Starting Date marks the start of the **Project Duration**, the period in which the Project is actively executed. See *Figure 10* for an overview of the Project Duration.

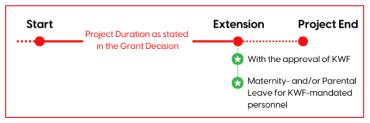


Figure 10: Timeline Project Duration

6.2.1. Suspension

Project Conditions

In accordance with § 5.6 the Project may be permanently or temporarily suspended if the Project Conditions are not met. If so, the payments to the Lead Organisation may also be suspended permanently or temporarily.

If there are valid reasons why the Project Conditions cannot be met temporarily or at all, KWF may offer a budget-neutral extension of the Project Duration to give the Project the chance to comply with the Project Conditions. The Project Leader must then submit a plan of action and a revised Project timeline to KWF for approval.

Go / No-go

KWF may require that several Go / No-go decisions be observed during the Project Duration. At these critical checkpoints, KWF will assess whether the Project is feasible and whether it can be continued.

Unforeseen Circumstances

Unforeseen Circumstances within the Project may lead to its permanent or temporary suspension. The Lead Organisation bears ultimate responsibility for managing the financial consequences of Unforeseen Circumstances and ensuring the Project's proper continuation and execution.

6.2.2. Extension Project Duration

Budget-neutral Extension

If the Project is at risk of exceeding the Project Duration, the Lead Organisation or Project Leader may submit a motivated Written Request to KWF in accordance with *Figure 8*. The request must include an overview of the Project Expenditures that are covered by KWF's Funding (see § 8.5) up to that moment. Upon approval of the request, the Project Duration will be extended for up to 12 months.

Note: if the Project Duration is 24 months or shorter, the extension is limited to a maximum of 6 months.

Maternity and/or Parental Leave

A budget-neutral Project extension of up to 6 months (or in accordance with legal regulations) may be granted if KWF-mandated personnel (see also § 4.5) working on the Project for at least 0.5 FTE per year go on **maternity** and/or **parental leave**, significantly impacting on the Project's progress. Such extensions may be granted multiple times throughout the Project Duration. No extension will be granted for time lost due to additional parental leave or partner leave.

Extensions given because of maternity and/or parental leave are independent of the budget-neutral extension that may be requested in case of a general delay in the execution of the Project.

7. Budget

7.1. Budget

The Budget is taken to mean the Project Budget as approved by KWF. See also the *definition* of Budget.

All amounts listed in the Budget <u>are inclusive of VAT</u> if applicable. The Lead Organisation is responsible for ensuring that the Budget is correct and for applying VAT within the Project.

All amounts included in the Budget must be spent during the Project Duration, unless otherwise indicated.

Organisational costs, including overhead, as well as material and personnel costs that are not directly related to the Project are not eligible for Funding. Costs related to, for example, the use of a biobank and/or infrastructure that is directly linked to the Project <u>are</u> eligible for Funding. An exception is made for costs for an Internal Service Provider / Inclusion Centre in § 7.2.3.

7.2. Cost Categories

The Budget consists of several **Main Categories** (see *Figure 11*), which are further divided into **Subcategories**. Each relevant category is specified in the Budget, unless a fixed amount has been set for that category.

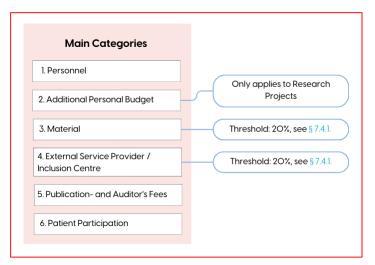


Figure 11: Main Cost Categories

The FAQ provides a more detailed breakdown of the Subcategories with examples.

7.2.1. Main Category 1: Personnel

The Personnel Category includes salary costs for personnel employed by the Lead Organisation or the Participating Organisations who are actively involved in executing the Project during the Project Duration. The salary costs include all statutory surcharges and premiums, including:

- Personal budget
- Disability insurance
- Transition payment

Figure 12 and Figure 13 outline the Subcategories for Research Projects and Other Projects at job level. Each Subcategory is linked to salary scales, which set an annual cap per FTE.

A Subcategory can contain multiple staff members (in FTE) with the same job level, but different salary scales. No formal Budget Modification Request (see § 7.4) is needed for this.

Research Projects

The following Subcategories are recognised in Budgets for Research Projects:

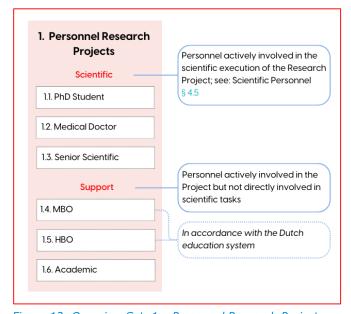


Figure 12: Overview Cat. 1 – Personnel Research Projects

The salary scales for Research Projects are based on the salary tables of the *CAO-Nederlandse Federatie van Universitair Medische Centra* (NFU). The Budget will <u>not be updated</u> to reflect changes to the CAO-NFU made after the Grant Decision.

Funding for the Project Leader and Work Package Leaders (*Principal Investigators*) is capped at 0.05 FTE per year, provided that they actively contribute to the Project. This restriction does not apply to personal Funding.

Other Projects

The following Subcategories are recognized in Budgets for Other Projects:



Figure 13: Overview Cat. 1 - Personnel Other Projects

The salary costs or fees for personnel and freelancers are based on the maximum rates set out in the "KWF Wage & Salary policy" (this document is only available in Dutch and is called "KWF Tarievenbeleid").

Project Manager

For projects with a mandatory Project Manager (see § 4.5), KWF will fund this position for up to 1 FTE per year. If the Project manager is appointed before the Starting Date of the Project, KWF will fund this position for up to 3 months before the Starting Date. The maximum rates set out in "KWF Wage & Salary policy" (this document is only available in Dutch and is called "KWF Tarievenbeleid") apply.

7.2.2. Main Category 2: Additional Personal Budget

The Main Category Additional Personal Budget applies only to Scientific Personnel working on Research Projects.

The Additional Personal Budget is intended for professional, Project-related purposes only, such as:

- Attending conferences, incl. travel and accommodation costs
- Personal development and training
- Dissertation printing costs

Additional Personal Budget funding from KWF is capped at € 750 per year per FTE (Scientific Personnel only).

7.2.3. Main Category 3: Material

The Main Category Material covers the costs for materials specifically required for the Project. Where possible, the costs are detailed using the Price * Quantity (P*Q) format.

Figure 14 outlines the applicable Subcategories.

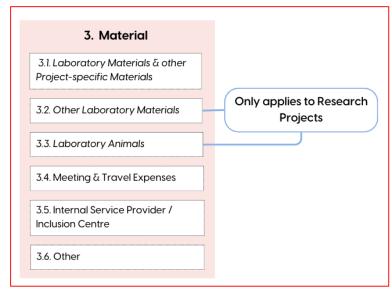


Figure 14: Overview Cat. 3 - Material

Cat. 3.1. Costs for Laboratory Materials & other Project-specific Materials

KWF has set the following caps for the costs within this Subcategory:

- Laboratory Materials Research Projects only: up to € 12,500 per year, per FTE using these materials (laboratory staff only).
 This can be both scientific staff and support staff.
- Other Project-specific Materials: up to € 6250 per year for costs such as intervention or questionnaire development, market research, literature studies and flyer development and printing costs. This category is only open to Research Projects if no Laboratory materials are used.

Cat. 3.2. Other Laboratory materials – Research Projects only

This category is for Project-specific costs for laboratory materials that exceed the cap for Subcategory 3.1 but are essential for the execution of the Project.

Cat. 3.3. Laboratory Animals – Research Projects only

Costs related to conducting animal testing for the project. KWF only funds these costs if there is no alternative to animal testing and if the use of animals is essential. KWF follows the guidelines of the Samenwerkende Gezondheidsfondsen (SGF) in this regard.

Costs for animal testing conducted at and/or by an internal or external service provider must be included under Subcategory 3.5 (internal) or Main Category 4 (external).

Cat. 3.4. Meeting & Travel Expenses

Travel and accommodation costs (economy class) for:

- Data collection
- Audits
- Site visits
- Stakeholder meetings
- Internships abroad

Costs for project team meetings for Research Projects are not eligible for KWF funding.

Cat. 3.5. Internal Service Provider / Inclusion Centre

This Subcategory includes costs that are associated with the use of facilities and services for the Project provided by internal service providers and/or inclusion centres of the Lead or Participating Organisations. These costs relate to internal allocations to the Project. In this category, internal invoices are generally exclusive of VAT.

However, VAT may be applied to procurement costs or, when a clear rationale is provided, to other costs too.

Internal costs shall be allocated without a profit motive and must be charged according to economically acceptable business standards and following the customary internal allocation methods used within the Organisations of the Project Parties. Contrary to what is stated in § 7.1 regarding costs and overhead, overhead costs related to internal service providers or inclusion centres are eligible for funding if they are part of the standard internal allocation method used by the Lead Organisation or Participating Organisations.

Study medication is not eligible for funding.

Cat. 3.6. Other

This is a separate category for miscellaneous costs that fall within the Main Category Material, but do not fit in one of the other Subcategories.

7.2.4. Main category 4: External Service Provider / Inclusion Centre

The Main Category External Service provider / Inclusion Centre covers the costs related to the use of external service providers and inclusion centres within the Project, such as consultancy or external development costs. Where possible, the costs are detailed using the Price * Quantity (P*Q) format.

Study medication is not eligible for funding.

7.2.5. Main Category 5: Publication and Auditor's Fees

KWF funds a maximum amount for the costs that fall within this category:

- Publication Costs: costs related to publishing the Result(s) capped at € 10,000
- Auditor's Fees: a contribution to the expenses related to the financial audit, see Figure 18:
 - o Capped at € 2,500 per audit report required by KWF
 - Capped at € 1,000 for a mandatory Report of Factual Findings

7.2.6. Main Category 6: Patient Participation

The Main Category **Patient Participation** includes costs for involving patient representatives to contribute to the Project. KWF funds these costs in accordance with the amounts specified in the "KWF Wage & Salary policy" (this document is only available in Dutch and is called "KWF Tarievenbeleid"). Where possible, the costs are detailed using the Price * Quantity (P*Q) format.

7.3. Own Contribution & Co-funding

Alongside the Main Categories as mentioned in *Figure 11*, the Budget also specifies the Own Contribution and Co-funding.

The **Own Contribution** is a contribution made by the Lead Organisation or Participating Organisations to the execution of the Project in the form of:

- Staff deployment
- Financial contribution
- Material contribution

Co-funding is a financial or material contribution to the execution of the Project made by an Organisation that is not the Lead Organisation or a Participating Organisation.

7.4. Changes to Budget or Funding

7.4.1. Budget-neutral adjustments

The principles for Budget-neutral adjustments to the Budget are set out in *Figure 15*.

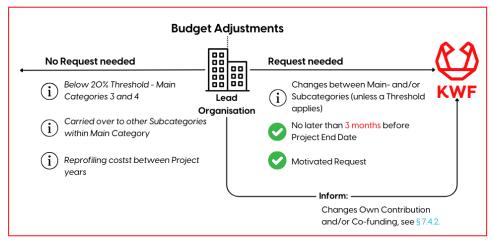


Figure 15: Overview budget neutral adjustments

No Budget Change Request required: Thresholds

Changes in Main Categories "3. Material" and "4. External Service Provider / Inclusion Centre" below a 20% **Threshold** are automatically approved by KWF.

This means that within the Main Category, overages and underages within Subcategories can be carried over to other Subcategories provided they do not exceed 20% of the total value of the relevant Main Category in the Budget *without* requiring a Budget Change Request. Costs can only be transferred between Subcategories of the same Main Category. Further explanation and an example can be found in the FAQ.

Annual cost reprofiling

No Budget Change Request is needed to reprofile costs between Project years, as long as the total value of the relevant Main Categories and Subcategories in the Budget remains unchanged.

Budget Change Request required

The Lead Organisation may submit a Written request in accordance with *Figure 15* for a Budget-neutral adjustment to the Budget. If approved by KWF, the Budget adjustment will be recorded in a revised Budget.

7.4.2. Changes to Own Contribution and Co-funding

The Lead Organisation and the Project Leader inform KWF immediately in case of changes or withdrawals to the Own Contribution or Cofunding, as well as new third-party funding. KWF will assess whether this impacts the total amount of Funding.

7.4.3. Changes to Funding

Adjustments to the Budget that lead to Funding changes will be documented in a revised Grant Decision or via GMS.

8. Project Monitoring and Reporting

8.1. Introduction

Allocating donations and working towards achieving KWF's mission calls for careful monitoring and Project accountability. *Figure 16* outlines key monitoring and accountability checkpoints.

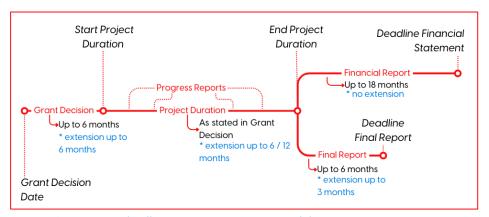


Figure 16: Overview deadlines monitoring & accountability

The various documents and templates mentioned in this chapter can be found on the KWF website or in GMS.

8.2. Milestones & Progress Reports

For the sake of Project monitoring, KWF and the Project Lead will set several Project milestones, which are recorded in GMS. Additionally, KWF sets specific deadlines for the submission of **Progress Reports** that describe how the Project is progressing.

The Progress Reports must be submitted in accordance with KWF's instructions and the *Progress Report Template* (GMS). The Project Lead and the Lead Organisation will receive instructions from KWF in a timely fashion. The Progress Report shall include:

- A description of the progress of the Project by the Project Lead
- A financial overview of the Project's Expenditures (see the definition in \S 8.5) up to that moment

KWF may decide to schedule a contact- or evaluation meeting in response to the submitted Progress Reports.

8.3. Changes to the Project

Changes to the execution of the Project that will or may impact the content and feasibility of the Project must be reported to KWF in a timely manner. For changes to the Budget, see § 7.4.

8.4. Final Report

The Lead Organisation and the Project Leader must submit the **Final Report** in accordance with KWF's instructions and the *Final Report Template* (GMS) no later than 6 months after the end of the Project Duration. The Final Report shall include:

- A substantive accountability report by the Project Leader
- A preliminary financial overview of the Project Expenditures in accordance with the Budget

If it is not possible to submit the Final Report on time, the Project Leader may submit a motivated request for an extension to KWF no more than 1 month before the Final Report deadline. The deadline

may be extended by a maximum of 3 months. If KWF approves the request, the Project Leader will receive a Written confirmation.

8.5. Financial Report

The Lead Organisation is obliged to provide financial accountability for the actually incurred Project expenditures that are funded by KWF: the **Project Expenditures**.

In the **Financial Report**, the Project Expenditures are accounted for in accordance with the *Financial Report Template* (GMS) and the guidelines outlined in *Figure 17*.

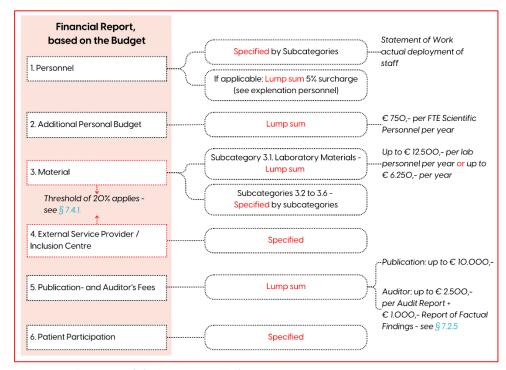


Figure 17: Contents of the Project Expenditures Report

The following applies in reporting on the categories:

- Lump sum: no specification of the Project Expenditures required
- Specified: Project Expenditures must be reported in detail an audit is required for Funding ≥ € 125,000.

Furthermore, for the **Main Category – Personnel** the following applies:

- The Project Parties must submit a Statement of Work in accordance with the Statement of Work Template, which details the actual deployment of staff to the Project. The auditor may request additional information to verify the reliability of the Statement of Effort
- KWF does not provide Funding beyond the amount allocated per Budget Subcategory
- Personnel costs are based on the Project Expenditures
- Insofar as the following costs do not form part of the actual salary costs, but have been or will be incurred, an additional surcharge of 5% may be claimed as an unspecified expense, as part of the existing mark-up from the CAO salary table:
 - Transition payment 3.5%
 - Disability Insurance 0.6%
 - Personal Budget 0.9%

8.6. Financial Statement

The Lead Organisation is responsible for ensuring that the **Financial Statements** as outlined in *Figure 18* are submitted to KWF no later than 18 months after the end of the Project Duration.

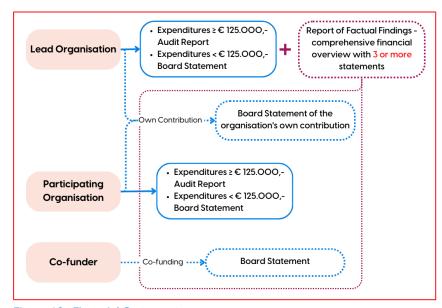


Figure 18: Financial Statements

The **Audit Report**, including the **Financial Statement**, must be prepared by an independent certified auditor. The same applies to the **Report of Factual Findings**. This report is mandatory if, in addition to the Audit Report for the Lead Organisation, at least 2 or more other Financial Statements are required. This report must be prepared in accordance with COS 4400 – "Opdrachten tot het verrichten van overeengekomen specifieke werkzaamheden". For further details on the audit requirements, refer to the *Auditor's Protocol 2025* (this document is only available in Dutch and is called "Accountantsprotocol 2025").

The **Board Statement** must be signed by an authorised representative of the relevant Organisations. The Board Statement of the Lead Organisation and Participation Organisations and the Cofunder must be prepared in accordance with the *Board Statement Template*.

KWF reserves the right to audit or commission an audit of, at its own expense, the spending of the Funding, the Own Contribution and the Co-funding.

8.7. Unspent or Incorrectly Spent Funds

Once KWF has received the Financial Statements, the final amount of Funding will be determined. If the Financial Report indicates that part of the Funding was not spent in accordance with the Budget or Project Conditions, KWF may decide:

- To (partially) withhold the remaining 10 percent of the Funding (also see Figure 7)
- To offset the incorrectly spent or unspent amount against the next payment to the Lead Organisation for other projects awarded to the Lead Organisation
- To reclaim the incorrectly spent or unspent amount of the Lead Organisation.

8.8. Non-compliance or Late Compliance with Project Conditions

If the Project Conditions are not met or not met on time, KWF may decide:

- To suspend the Project and/or the Funding
- To amend the Grant Decision and/or the amount of Funding
- To (partly) revoke the Grant Decision
- To impose a financial measure
- To impose a restriction on submitting future applications to KWF

If KWF decides to amend or revoke the Grant Decision or impose a financial measure, KWF may offset or reclaim the amount in accordance with \S 8.7.

Below is a non-exhaustive list of situations that constitute failure to comply with the Project Conditions:

- The Progress, Final, and/or Financial Report or Financial Statements are not submitted or not submitted on time
- The required reports are deemed insufficient
- The Funding is not spent in accordance with the Budget

9. Results

9.1. Introduction

Contributing to KWF's mission means ensuring broad application of the Result in practice. The Result must be accessible and beneficial to patients and their loved ones at every stage of life (see also *Chapter 3*).

9.2. Result Publication

The Project Parties strive to share, disseminate, and disclose the Result. For example by:

- Publishing the Result (open access) in/on:
 - A journal
 - An online repository
 - o A website of a patient Organisation
- Providing education or awareness sessions
- Media communications

If the publication of the Result is intended for the general public, the Parties must consider diversity & inclusion, ensuring that a broader audience feels represented in the publication of the Result.

To protect the Result, for example in case of Research Projects, it is permitted to postpone the disclosure of the Result up to 120 days starting from the intended date of disclosure.

The Project Parties must mention KWF when publishing the Result in accordance with Guidelines for Mentioning KWF (*Richtlijn vermelden KWF*).

9.3. FAIR Data Principles

The Project Parties shall make an effort to ensure that the FAIR Data Principles are applied when using and processing data in the Project:

- Findable
- Accessible
- Interoperable
- Re-usable

9.4. Result Implementation

The Project Parties strive to structurally put the Result into practice (in the Netherlands by:

- Validating and further developing the Result
- Implementing the Result in practice
- Scaling up the use of the Result in practice
- Bringing to market a product or service based on the Result, see § 9.7 and § 9.8

The way in which the Result is brought into practice depends on its specific form. It is essential that the Result is accessible. With that the Project Parties must ensure that the price of a product or service based on the Result does not hinder its availability or applicability in the market.

9.5. Contribution of Intellectual Property

If a Project Party needs to contribute assets or information to the Project that are subject to intellectual property rights, the other Project Parties will receive royalty-free usage rights, insofar as this is needed for the execution of the Project.

9.6. Ownership of the Result

The Result is the exclusive property (intellectual or otherwise) of the Lead Organisation or Participating Organisation that has created or commissioned the creation of the respective Result.

Any Result developed jointly by the Lead Organisation and Participating Organisations shall be their shared property (intellectual or otherwise). Property rights shall be distributed proportionately to each Party's contribution to the Result.

If intellectual property rights do not automatically belong to the party or parties, the Project Parties must ensure that these rights are transferred or licensed (exclusively or otherwise) to the designated Project Party or Parties, to make sure the Results can be further implemented in practice (also see § 9.5). For example, when a Service Provider creates informative material for the Project.

9.7. Result Usage Rights

Each Project Party shall grant the other Project Party or Parties a royalty-free license for the use of the Result they own for non-commercial research, educational purposes, and patient care. Where possible, this license should also be extended to other stakeholders for the aforementioned purposes.

For the use of the Result for commercial purposes, an exclusive or non-exclusive license may be granted at its normal market value. The remuneration will be paid to the owner or co-owner of the property rights of the Result. The license must include a perpetual clause, outlining the principles for the practical implementation of the Result. The same requirement applies in the event of a transfer of property rights (intellectual or otherwise) to the Result.

9.8. Revenues from the Result

The Project Parties are required to reinvest at least 30% of any revenue generated by the Result into oncological developments for a period of 5 years after the end of the Project Duration.

If the obligation to reinvest is not met, KWF may reclaim the Funding or part thereof.

9.9. Informing KWF

The Lead Organisation and the Project Leader must inform KWF about the way the Result is published and implemented in practice. The following timelines apply:

- For publishing the Result A period of 3 years after the end of the Project Duration
- For revenues generated from the Result A period of 5 years after the end of the Project Duration, including an overview of the revenues and the reinvestments
- For implementing the Result in practice A period of 10 years
 after the end of the Project Duration, with a focus on the
 availability and the applicability of the Result in practice.

9.10. KWF Impact Reporting

It is important to KWF to assess how the Result contributes to KWF's mission and to communicate this to our donors.

In this context, KWF regularly conducts activities to evaluate the impact of Results, including surveys. The Lead Organisation and/or the Project Lead are required to cooperate with these activities for up to 10 years after the end of the Project Duration.

10. Miscellaneous

10.1. Project Information

KWF may include **Project Information** in various publications and communications. This may include, amongst other things, the involved parties, lay summaries, and the amount of Funding.

The Project Leader must ensure that the Project Information does not contain confidential information that could hinder protection of potential Results in the future.

10.2. Confidential Information

All parties involved must handle confidential information securely. Confidential information refers to any information that has been explicitly designated as confidential or that, by its nature, should reasonably be regarded as confidential. Additionally, no information about KWF may be published without prior Written consent from KWF.

10.3. Applicable Law and Jurisdiction

The Funding and Project Conditions are governed by Dutch law. Any dispute regarding the Funding and/or Project Conditions may be brought before the competent court in Amsterdam.