

## **Terms and conditions**

### **The KB Researcher-in-residence programme 2024**

This programme as detailed at the KB-website ("[Programme](#)") is operated by the Koninklijke Bibliotheek, National Library of the Netherlands ("KB"), Prins Willem-Alexanderhof 5 (2509 LK) Den Haag, The Netherlands.

#### **1. General**

1. If you enter the Programme you agree to abide by all of the following Terms and Conditions under which the Programme is run, and to be bound by them. We may disqualify you without prior notice if you are in breach of any of these Terms and Conditions.
2. KB reserves the right to cancel the Programme at any stage if KB deems this necessary or circumstances arise that are outside of our control.

#### **2. Entries**

1. The Programme is not open to employees or contractors of the KB or their direct family members.
2. The Programme is only open to
  - PhD students that are in the last stage of their PhD project, or to
  - applicants who have obtained a PhD degree between 2019 and 2023, or to
  - applicants who have obtained a PhD degree between 2018 and 2023 and who have been on maternity leave, parental care leave, care leave and/or extended sick leave, and to
  - applicants who are aged 18 years or older.
3. The Programme is only open to
  - researchers employed as academic researcher by a university or research institute within the EU, which is willing to second you, or to
  - external PhD students who can use the funding to obtain a contract at their university within the EU, which is willing to second you.
4. Entry is free.
5. To enter the Programme, you must:
  - a. Submit your proposal in accordance with the Call for proposals and the template provided.
  - b. Ensure that (i) your proposal is original (you can submit a proposal you have submitted previously as long as it has not been used in another programme or fellowship) and (ii) your proposal does not in any way infringe the copyright or other intellectual property rights, or other rights of any third party.
  - c. Ensure that your proposal is aimed at the use of KB-data that benefits your research and other users of KB and/or the KB Research Lab.
  - d. Tick the box to accept these Terms and Conditions on the proposal template.
  - e. All entries must be received by midnight 28 September 2023. Any entries received after this will not be considered.
  - f. The entries will be judged on eligibility by an internal committee and then forwarded to an external committee of representative experts from several Dutch universities and institutions, who will sign a confidentiality agreement.
  - g. You may be contacted by email or telephone to answer further questions about your entry up to 15 October 2023. Two entries and two backup-entries will be chosen for the final stage. The best two entries will be contacted personally by email to assess whether those applicants are available for the chosen period.

#### **3. Rights and permissions**

1. In the event that you are offered a secondment:
  - a. you agree to enter in a written agreement with KB (and the university or research institute where you are employed on), among other things, intellectual property rights, and the obligations of the parties concerned including the obligations as set out in these Terms and Conditions.
  - b. you agree to participate in any publicity planned by KB, if required;

- c. you will be expected to work on your project at least one day per week in residence at the KB in the Hague, for six months starting in Q1/Q2 or Q3 of 2024, for 0.5 fte. It is only possible to spend less than 1 day a week at the KB if you have valid arguments (e.g. place of residence outside of the Netherlands, or research outside of the subsidized project abroad). However, you will then be expected to work at the KB for a minimum of 4 visits of multiple days.
  - d. you agree to present your research results to employees of the KB in the final month of your secondment.
  - e. you will be expected to publish at least 2 blog posts about your project on the KB Lab blog section, using the Creative Commons license CC-BY 4.0.
  - f. you agree to submit a Certificate of Conduct for Natural Persons ('VOG NP').
  - g. you agree to mention the secondment or contract KB offered you in any publication your project will give rise to.
2. If any software is produced for your research, it will be developed on the principles of open source software and it will be made available on the KB Lab and Github website under a GPLv3 or Apache 2.0 License.
  3. If any datasets are produced during your research project, you hereby agree to transfer to the KB any rights that may arise in them and we will offer the datasets on the KB Lab as open as possible to other researchers, in a way all rights of the copyright owners are respected.
  4. If any article is published following your research, this is to be published in an open access repository of your choice, using the [Creative Commons license](#).
  5. KB offers you access to all datasets of the KB and support from a programmer, collection specialists and data specialists.
  6. During the secondment, KB offers you an office space and payment of all travel expenses within the Netherlands regarding the secondment, unless the institution you work for already reimburses these costs.
  7. The travel and accommodation expenses related to necessary business travel for a conference in Europe, on the condition of a paper submission during the period of the residency, are reimbursed directly to the employee in accordance with the schemes applied for this purpose.

#### **4. Personal data**

1. Other than as expressly permitted by these Terms and Conditions, KB will only use your contact details for the purposes of administering this Programme, and will not publish them or provide them to anyone without your permission.
2. You consent to KB holding and processing data relating to you for legal, administrative and management purposes.
3. Any personal data relating to you will be used solely in accordance with the current data protection legislation in the Netherlands (General Data Protection Regulation (GDPR)/Algemene Verordening Gegevensbescherming (AVG)) and will not be disclosed to another party – except for the external committee of representative experts from several Dutch universities and institutions, who will sign a confidentiality agreement – without your prior consent. Please see the Privacy statement KB for further details.
4. Data relating to you will be retained by KB for four weeks after the closing date specified in clause 2.5 to assist in the administration of the Programme in a consistent manner and to deal with any queries on the Programme.

#### **5. Applicable Law**

1. These Terms and Conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with Dutch law.
2. The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to these Terms and Conditions promptly by negotiation. If the dispute cannot be resolved by negotiation, you hereby agree that the sole jurisdiction and venue for any actions that may arise in relation to the subject matter hereof shall be the Dutch Court in Den Haag, the Netherlands