



EUROPEAN COMMISSION  
JOINT RESEARCH CENTRE

Communication

# **Terms and Conditions**

## **Knowledge4Policy Communities**

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## 1. INTRODUCTION

The Knowledge4Policy (K4P) is a European Commission community and collaborative website managed and moderated by the JRC (H.2).

This document contains the Terms and Conditions that shall govern member's use of this website and their participation in the K4P community.

By applying for a member's account on K4P and accepting the K4P Terms and Conditions you are expressly agreeing to be bound by these.

## 2. VARIATION OF TERMS

The European Commission reserves the right to change these website Terms and Conditions at any time. You will be notified of any relevant changes via email or via a notification message to your member's account on the website.

Your continued use of the K4P after changes are posted constitutes your acceptance of these website Terms and Conditions as modified by the posted changes.

## 3. USER ACCOUNT

Users who wish to contribute content or participate in the community must register via EU Login, create an account in K4P and be approved as member of at least one K4P community (knowledge service). This user authentication system helps reduce the likelihood of misconduct (e.g. publication of content unrelated to the website's purpose, inflammatory language, spam content, etc.) as users are associated to a genuine and verified identity.

**Users are responsible for all activities that occur under their account or password.** Any user ID and password that users may have for this website are confidential and users must maintain confidentiality of such information.

**It is the users' responsibility to keep their profile details up to date.** Users can manage their account through the user profile at any time.

The European Commission reserves all rights to terminate your user account in case you fail to adhere to this website Terms and Conditions, engage in any suspicious activity with your account, and/or your content is unrelated to this website's purpose.

### 3.1. Member's personal data protection

The European Commission is committed to protect your personal data and to respect your privacy. The Commission collects and further processes personal data pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data (repealing Regulation (EC) No 45/2001).

**By creating a member's account in K4P you are accepting the [K4P Privacy policy](#).** This privacy statement explains the reason for the processing of your personal data, the way we collect, handle and ensure protection of all personal data provided, how that information is used and what rights you have in relation to your personal data. It also specifies the contact details of the responsible Data Controller with whom you may exercise your rights, the Data Protection Officer and the European Data Protection Supervisor.

#### **4. CONTRIBUTION TO THE COMMUNITY: YOUR RESPONSIBILITIES**

K4P members (i.e. users with an approved user account and member of at least one knowledge service community) can share content and knowledge, publish a blogpost, comment K4P content publicly, contact privately other members, join working groups, follow certain topics and subscribe to K4P newsletters.

As a member of the K4P community, when you participate or contribute to the community in any form, you are responsible for:

##### **4.1. Inappropriate content, language or behaviour**

As a member, when you submit/publish content, you must ensure that it is not abusive, obscene, vulgar, slanderous, hateful, xenophobic, threatening or sexually offensive or implies any type of discrimination.

##### **4.2. Intellectual property rights of shared content**

By using this website, you agree to abide with the proper use of third source information and respect of protected data in line with applicable laws and regulations.

The Commission declines any responsibility over the content published by users. Users agree to defend, indemnify and hold harmless the European Union and its staff from and against any and all claims, suit or proceedings arising from their violation of any third party right (including without limitation any copyright, property or privacy right) or from any breach of any provisions of these Terms and Conditions.

In case of any potential claim related to the use of the K4P, regarding the content published or the compliance by users with these Terms and conditions, courts of Brussels shall be competent to examine the case; in that respect Belgian law shall be applicable.

The K4P is a collaborative website. **As a member, when sharing content in K4P, you must be the owner *or* have the rights to use and publish the material in a manner compliant with these Terms and Conditions.** You are responsible to check your sources for information on third party rights regarding intellectual property over the materials you publish or submit to the website.

As a member, you may only submit/publish content to which you hold a copyright ownership or an appropriate licence, which gives you a permission

to reproduce and make the content available online. When sharing third party materials that are freely available online, you should wherever possible share links to the original online resource, instead of uploading the materials themselves. If this is not possible, ensure you have been granted explicit permission from the right-holders to reproduce and make the content available on the K4P, and **state the names of the copyright owner and the author of the said content (if different)**, when submitting the content.

By submitting content to the K4P website, you grant the European Union an irrevocable licence; a worldwide, non-exclusive, perpetual, royalty-free, non-transferable licence to use, reproduce, distribute, and display the content on the website.

Any reproduction or further distribution of the hosted content is subject to the permission of the author or the relevant right holder, unless otherwise specified. Visitors willing to reuse content hosted on the site are required to obtain permissions for the re-use.

By submitting any other **personal statements, posts and comments**, members agree to license them **under the [Creative Commons Attribution 4.0 International \(CC BY 4.0\) licence](#)**. This means that **reuse is allowed, provided appropriate credit is given and changes are indicated**. For the sake of clarity, members should take into account that this licence allows not only the European Union, but also third-parties, to use, adapt, modify and build upon such a content even for commercial purposes as long as they acknowledge its original source.

#### **4.3. Spam and advertising**

As a member, when you submit/publish content, you must ensure that it is not spam or advertising for any product/service.

#### **4.4. Duplicated content**

As a member, when you submit/publish content, you must ensure that it does not duplicate content already posted by you or other users.

#### **4.5. Topic and scope of your content**

As a member, when you submit/publish content, you must ensure that it is not off-topic and that it is within the scope of the K4P community you belong to.

#### **4.6. Illegal, pirated content**

As a member, when you submit/publish content, you must ensure that it does not link to illegal or pirated content.

#### **4.7. Reporting content that infringes these Terms of Use**

If you consider that any of the content placed in the K4P community website infringes these Terms of Use or any rights you or any third parties might have, please report it

- to your community manager with a message via the platform, or
- to the portal's team via a the "give us feedback" link at the bottom of the website.

The responsible team will act accordingly. The European Commission reserves a right to take down any suspicious content.

### **5. NON-COMPLIANCE WITH THE TERMS AND CONDITIONS**

The European Commission reserves all rights to delete or reject content submitted from users, in case this fails to adhere to the K4P Terms and Conditions. Prior deletion or removal, the user may be informed that the content does not comply with the Terms and Conditions and will be asked to align it accordingly.

Other users are also welcome to flag abusive and inappropriate content to the community manager who is bound to act upon such requests. Users willing to flag such issues are invited to report it via a message to the community manager.

When a user deletes their account, or has their account deleted, their Profile will be deleted. All other contributions will remain online, following the above intellectual property rights. While the authorship of the contribution will remain, the link between contribution and Profile will be deleted.

### **6. DISCLAIMER**

The K4P is a collaborative website. The content published by the community members could include technical, typographical or photographic errors. Despite the existence of a moderation process for the content submitted by the members, the European Commission will not be able to check all the information provided by the users.

Our goal is to keep this information timely and accurate. If errors are brought to our attention, we will try to correct them. However, the European Commission accepts no responsibility or liability whatsoever with regard to the information on this site.

It is our goal to minimise disruption caused by technical errors. However some data or information on our site may have been created or structured in files or formats that are not error-free, and we cannot guarantee that our service will not be interrupted or otherwise affected by such problems. The Commission accepts no responsibility with regard to such problems incurred as a result of using this site or any linked external sites.

The European Commission may make changes to the content contained on the site at any time without notice, in case they deem it appropriate and in case the members fail to comply with the terms described under the current Terms and Conditions. The content may be withdrawn or removed at any time. However, the European Commission does not commit to update the content.

The content submitted by members may contain “external links” to websites in domains other than europa.eu, which may not be owned or funded by the European Commission, over which Commission services have no control and for which the Commission assumes no responsibility. When visitors to European Commission websites choose to follow a link to any external website, they leave the official domain of the European Commission, and are subject to the cookie, privacy and legal policies of the external website.

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