

**EHA Executive Office** 

Koninginnegracht 12b 2514 AA The Hague The Netherlands

# EHA BILATERAL COLLABORATIVE GRANT AGREEMENT

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This EHA Bilateral Collaborative Grant Agreement ("**Agreement**") is made and entered into by and between:

#### **UNDERSIGNED**:

**European Hematology Association**, an association under the laws of the Netherlands, registered under trade registry number 24334797, with its address at Koninginnegracht 12b, 2514 AA - The Hague, The Netherlands ("**EHA**");

#### AND

**Grantee 1 Name**, Grantee 1 Institute, Department, Address, City, Country ("**Grantee 1**");

#### AND

Grantee 1 Institute, Department, Address, City, Country ("Grantee 1 Institute").

#### AND

Grantee 2 Name, Grantee 2 Institute, Department, Address, City, Country ("Grantee 2");

#### AND

Grantee 2 Institute, Department, Address, City, Country ("Grantee 2 Institute").

Individually referred to as a "Party" and collectively as the "Parties".

By applying for an EHA Bilateral Collaborative Grant, the applicants and their institutes acknowledge and accept the conditions as set out in this Agreement.

#### **AGREED TERMS:**

## **ARTICLE 1. 'Grant and Purpose'**

EHA awards a Bilateral Collaborative Grant of € [amount] (Euros) to support the project "[Project Title]" ("**Project**"), to be executed from [start date] to [end date]. The grant funds shall be used solely in accordance with the approved budget and proposal ("**Annex 1**").

## **ARTICLE 2. 'Financial Terms'**

- a. Grant funds will be transferred to the Grantee 1 Institute and Grantee 2 Institute, not to a personal account, according to the payment schedule ("Annex 2"), contingent on receipt and approval of the interim and final reports ("Annex 3").
- b. EHA will not fund overhead costs.
- c. Any unused or misused funds must be returned to EHA upon request.
- d. A separate account must be maintained for grant funds.



- e. Grantee 1, Grantee 1 Institute, Grantee 2 and Grantee 2 Institute shall notify EHA within thirty (30) days upon securing any additional project-related funding, including a statement describing its expected impact on the approved Project budget.
- f. Under no circumstance may costs related to the Project be reimbursed or charged more than once, including from EHA and/or other funding resources.

#### ARTICLE 3. 'Reporting'

- a. Interim and final joint scientific reports and separate financial statements must be submitted according to the templates provided by EHA and on dates specified on the reporting schedule ("Annex 3").
- b. Separate interim and final financial statements must be signed by finance officers at both Grantee 1 Institute and Grantee 2 institute. Each final financial statement must include an audited accounting signed off by an independent external auditor. Each grantee, Grantee 1 and Grantee 2, should reserve up to € 2,000 (Euros) in the Project budget for this purpose.
- c. Grantee 1 and Grantee 2 both agree to submit -separately- annual impact reports to EHA's impact measurement platform (e.g., Researchfish/Elsevier) during the grant period and for up to five (5) years following the end of the grant, and thereafter upon EHA's request.
- d. EHA may request interim updates during or after the Project for impact monitoring.
- e. EHA reserves the right to review or audit the use of grant funds at any time during or within two years after the Project period.
- f. Grantee 1 Institute and Grantee 2 Institute shall retain all financial and project-related records for a period of at least five years after the end of the Project period and make them available to EHA upon request.

#### **ARTICLE 4. 'Amendments'**

Changes to the Project, including extensions, budget reallocations or institution changes, require prior written approval from EHA via an amendment request submitted at least 30 days in advance. Unapproved changes may lead to repayment obligations.

#### ARTICLE 5. 'Acknowledgment and Publicity'

All Project outputs must acknowledge EHA support:

"Funding for this project was provided by an EHA Bilateral Collaborative Grant awarded by the European Hematology Association."

Public announcements require prior approval from EHA. Grantee 1 and Grantee 2 agree to cooperate in public visibility efforts. Grantee 1 and Grantee 2 shall not use EHA's name, logo, or other trademarks in any communication, including but not limited to press release, websites or promotional materials, without EHA's prior written approval.

### ARTICLE 6. 'Conduct and Compliance'

Grantee 1 Institute and Grantee 2 Institute ensure that the Project complies with all applicable laws, ethics approvals, and safety regulations. Grantee 1, Grantee 1 Institute, Grantee 2 and Grantee 2 Institute bear sole responsibility for research conduct.



#### ARTICLE 7. 'Data Protection'

All Parties shall comply with applicable data protection laws, including the GDPR. Each Party is an independent data controller and shall maintain confidentiality of shared personal data. Data breaches must be reported without undue delay.

#### ARTICLE 8. 'Independent Status'

This Agreement does not create an employment, agency or joint venture relationship. Each Party remains fully independent and responsible for its obligations.

#### ARTICLE 9. 'Liability'

EHA is not liable for damages except in case of gross negligence or wilful misconduct by EHA's management. Grantee 1, Grantee 1 Institute, Grantee 2 and Grantee 2 Institute shall indemnify EHA against third-party claims arising from the Project. EHA shall not be liable for any taxes, social security contributions, or other financial obligations arising from the grant.

# ARTICLE 10. 'Confidentiality'

All Parties agree to keep confidential any non-public information obtained in connection with this Agreement, unless disclosure is required by law or with prior written consent of the other Party.

## **ARTICLE 11. 'Termination'**

EHA may terminate this Agreement with immediate effect if:

- a. the Project is discontinued or materially altered without approval;
- b. misconduct, fraud or insolvency occurs;
- c. Grantee 1, Grantee 1 Institute, Grantee 2 and/ or Grantee 2 Institute breach this Agreement;
- EHA becomes reasonably unable to make further payments for financial or organizational reasons.

Upon termination, EHA may require full or partial repayment. Termination does not affect obligations relating to reporting, confidentiality, data protection, or liability, which shall survive termination.

#### ARTICLE 12. 'Governing Law'

This Agreement is governed by Dutch law. All disputes shall be resolved exclusively by the District Court of The Hague, the Netherlands.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall together constitute one and the same document.





# **IN WITNESS WHEREOF**:

The Parties hereto have executed this Agreement

for and on behalf of EUROPEAN HEMATOLOGY ASSOCIATION	GRANTEE 1	for and on behalf of GRANTEE 1 INSTITUTE
By: Position: EHA Managing Director Date:	Name: Position: Date:	Name: Position: Date:
GRANTEE 2	for and on behalf of GRANTEE 2 INSTITUTE	
Name: Position: Date:	Name: Position: Date:	



# ANNEX 1. 'Budget and proposal'

Approved budget and proposal submitted via the application platform (Fluxx).

### **ANNEX 2. 'Financial Terms'**

EHA will fund a maximum Bilateral Collaborative Grant of € [Amount] (Euros).

The Grantee 1 Institute will receive a maximum of € [amount] (Euros). EHA will disburse grant funds according to the following schedule, contingent on receipt and approval of the interim and final reports mentioned in **Annex 3**.

Amount in € (Euros)	Due On or About
€ [amount]	Day/Month/Year
€ [amount]	Day/Month/Year
€ [amount]	Day/Month/Year

The grant portion allocated to Grantee Institute 1 will be transferred to the following bank account of the Grantee 1 Institute:

the Grantee 1 Institute:		
Bank name		
Bank address		
Account number		
Name account holder		
Address account holder		
IBAN		
SWIFT		
Reference code or number		

The Grantee 2 Institute will receive a maximum of € [amount] (Euros). EHA will disburse grant funds according to the following schedule, contingent on receipt and approval of the interim and final reports mentioned in **Annex 3**.

Amount in € (Euros)	Due On or About
€ [amount]	Day/Month/Year
€ [amount]	Day/Month/Year
€ [amount]	Day/Month/Year



The grant portion allocated to Grantee Institute 2 will be transferred to the following bank account of the Grantee 2 Institute:

the Grantee 2 Thistitute.	
Bank name	
Bank address	
Account number	
Name account holder	
Address account holder	
IBAN	
SWIFT	
Reference code or number	

All expenditures of grant funds by Grantees and/or Grantee Institutes must be spent within the Project period and must be consistent with the Project budget, as set forth in the approved proposal (**Annex 1**). EHA will not be responsible for any other fees, costs or expenses.

# ANNEX 3. 'Reporting'

Grantee 1, Grantee 1 Institute, Grantee 2 and Grantee 2 Institute agree to deliver to the Grants Manager at EHA detailed joint Project status and separate expenditure reports according to templates provided by EHA and on dates specified in the following schedule.

REPORTS	DUE DATE
Interim Joint Scientific Report Interim Financial Statement from Grantee 1 Institute Interim Financial Statement from Grantee 2 Institute	Day/Month/Year
Final Joint Scientific Report Final Financial Statement & Audit Report from Grantee 1 Institute Final Financial Statement & Audit Report from Grantee 2 Institute	Day/Month/Year