

**EHA Executive Office** 

Koninginnegracht 12b 2514 AA The Hague The Netherlands

# EHA KICK-OFF GRANT AGREEMENT +31 (0)70 3020 099 info@ehaweb.org

This EHA Kick-Off 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 Name, Grantee Institute, Department, Address, City, Country ("Grantee");

#### AND

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

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

By applying for an EHA Kick-Off 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 Kick-Off 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 Institute, not to a personal account, according to the payment schedule ("Annex 2"), contingent on receipt and approval of the 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 and Grantee 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. Final scientific reports and financial statements must be submitted according to the templates provided by EHA and on dates specified on the reporting schedule ("**Annex 3**").
- b. Final financial statements must be signed by finance officers at the Grantee Institute.
- c. The Grantee agrees to submit 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. The Grantee 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 Kick-Off Grant awarded by the European Hematology Association."

Public announcements require prior approval from EHA. The Grantee agrees to cooperate in public visibility efforts. The Grantee 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'

The Grantee Institute ensures that the Project complies with all applicable laws, ethics approvals, and safety regulations. The Grantee and Grantee 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. The Grantee and Grantee 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. the Grantee and/ or Grantee Institute breach this Agreement;
- d. 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	for and on behalf of GRANTEE INSTITUTE
By:	Name:	Name:
Position: EHA Managing Director	Position:	Position:
Date:	Date:	Date:

**Due On or About** 



## ANNEX 1. 'Budget and proposal'

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

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

Amount in € (Euros)

EHA will fund a maximum Kick-Off Grant of € [Amount] (Euros). EHA will disburse grant funds according to the following schedule, contingent on receipt and approval of the final reports mentioned in **Annex 3**.

€ [amount]		Day/Month/Year	
€ [amount]		Day/Month/Year	
The grant will be transferred to the following bank account of the <u>Grantee Institute</u> :			
Bank name			
Bank address			
Account number			
Name account holder			

All expenditures of grant funds by the Grantee and/or Grantee Institute 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'

Address account holder

IBAN

**SWIFT** 

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

REPORTS	DUE DATE
Final Scientific Report and Financial Statement	Day/Month/Year