



TRANSLATIONAL RESEARCH  
TRAINING IN HEMATOLOGY

**CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS AGREEMENT  
TRANSLATIONAL RESEARCH TRAINING IN HEMATOLOGY (TRTH)**

**The undersigned:**

1. The non-profit organization **European Hematology Association ("EHA")**, having its registered office and its principal place of business in The Hague, the Netherlands at Koninginnegracht 12b, legally represented in this matter by: Ignacio Quiles Lara, Managing Director, AND
2. The **American Society of Hematology ("ASH")**, having its principal place of business in Washington D.C., the USA at 2021 L Street NW, Suite 900, 20036, legally represented by Martha Liggett, Esq., Executive Director;

hereinafter collectively referred to as the "**TRTH Organizers**";

And

3. [Title]..... [name]....., born on [date] ..... and residing in [city] .....at [address]....., hereinafter referred to as the "**Participant.**"

TRTH organizers and the PARTICIPANT are hereinafter jointly referred to as "**Parties**" and each individually as "**Party**".

**Whereas:**

- A. TRTH organizers facilitate the support of translational research in the field of hematology, including a Translational Research Training in Hematology ('**TRTH**') from January 2025 to December 2025, hereinafter referred as the "Course";
- B. The Course will consist of a unique training and mentoring experience for (junior) researchers ('**Trainees**') with a focus on translational research; and



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- C. Participants in TRTH are defined as faculty, trainees, observers, ASH Office staff, EHA Office staff and any other person involved in or exposed to the content shared and/or discussed within the context of the Course.

**In consideration of the mutual promises and obligations set forth herein, the value and sufficiency of which is acknowledged, do hereby agree as follow:**

**1. Term of the Agreement**

The Agreement – which is entered into for the duration of the Course – commences in January 2025 and ends by operation of law as soon as the Course is completed, though no later than on December 31, 2025, without prior notice being required. As set forth below, the provisions of Sections 2 and 3 shall survive the termination of this Agreement.

**2. Intellectual property rights**

- 2.1. The Parties to this Agreement acknowledge that each Party owns, and shall continue to retain, the rights, title, and interest in the intellectual property rights that it owned prior to the Course.
- 2.2. The Participant does not acquire by virtue of this Agreement, participation in the Course, or otherwise, any right, title, or interest whatsoever, either in the Netherlands or abroad, in or to any of the Parties' or other Participants' intellectual property rights or claims arising therefrom, including but not limited to rights such as patents, know how, trademarks, designs and/or copyrights. Absent prior written consent of the relevant rights holder, the Participant shall not use any such rights of any Party or other Participant in any way, including but not limited to using any of the copyrighted works



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and/or other products, documents, inventions, brands or designs of whatever form or nature as may be disclosed and/or created and/or shared by the Parties or other Participants during the Course for any purpose whatsoever, other than participation in and completion of the Course.

- 2.3. In consequence of the foregoing the Participant is inter alia prohibited from disseminating and/or copying any works protected by intellectual property rights referred to above and/or from using the same for promotional purposes, whether for his/her own benefit or for that of others, including but not limited to TRTH organizers.
- 2.4. The Participant shall give TRTH organizers prompt notice on discovery of any potential or threatened infringement of the intellectual property rights of the Parties or other Participants during or in connection with the Course.
- 2.5. The Participant warrants that: (a) none of the materials and/or information that Participant provides for the purpose of the course infringes upon any third party right, including but not limited to third party intellectual property rights; and (b) Participant has obtained authorization from the relevant rights holder to use any materials and/or disclose any information that Participant provides for the purpose of the Course.
- 2.6. The Participant shall give TRTH organizers prompt notice on the discovery of any possible overlap in scope or design of their own research project with the one of another participant. Said overlaps, in case they do not fall under the provisions of the present section of the agreement (section 2), should be regarded and treated by the Participants as opportunity for collaboration rather than competition.



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### **3. Confidentiality, documents, and disclosure**

- 3.1. For purposes of this Agreement, "Confidential Information" shall mean: (a) any non-public information disclosed by any Party or other Participant ("Discloser") during or in connection with the Course that the Discloser in good faith identifies as "confidential" in order to protect its proprietary information or intellectual property, or that of its employer or other organization with which the Discloser is affiliated; and (b) any other non-public information, whether or not marked as "confidential," including but not limited to particulars pertaining or relating to the other Parties or other Participants, their contacts, (medical) information or other relevant information of EHA, ASH and/or the other Participants, which the Participant obtained through or in the context of the Course and/or this Agreement, and which the Participant knows, or should within reason understand, to be of a confidential nature, given the nature of materials and information expressly designated "confidential."
- 3.2. Both during the term of this Agreement and continuing after its termination until such time as the Confidential Information becomes publicly available through lawful means and is no longer confidential, Participant shall refrain from directly or indirectly disclosing Confidential Information in any form or manner whatsoever to: (a) any (third) parties for any purpose; and (b) any of the other Participants and/or TRTH organizers for any purpose other than participation in and completion of the Course.
- 3.3. The Participant agrees to treat Confidential Information belonging to any other Party or Participant with the same level of care that Participant affords to its own Confidential Information, and to undertake all reasonable measures



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to ensure that the Confidential Information is treated confidentially and is not disclosed in violation of this Agreement.

- 3.4. The Participant shall not – alone or with or through others – remove, dispatch, transmit or allow any third parties to inspect, use or otherwise have access to any property belonging to the other Participants and / or to the TRTH organizers, including but not limited to any notes, drawings, letters, formulas, other documents and/or any copies thereof, tools, designs, products manufactured or (copies of) computer files or other data carriers, unless EHA, ASH and/or (the specific) Participants have given prior written consent.
- 3.5. Upon request, though no later than on the day on which the Agreement ends, the Participant will either: (a) return any materials and information that belong to other Participants and/or to the TRTH organizers (such as, but not limited to, any disclosures in any form, notes, drawings, letters, recipes, other documents and/or copies thereof, tools, models, completed products, (copies of) computer files or other data carriers that he/she gains possession of during the term of this Agreement) to such other Participants and/or TRTH organizers in good condition; or (b) destroy all copies of such materials and information and certify to the relevant Participants and/or TRTH organizers that such materials and information have been destroyed.
- 3.6. The Participant agrees that the TRTH Organizers are not responsible for the Participant's decision to disclose any Confidential Information during or in connection with the Course, and TRTH organizers shall be held harmless in the event that any Course Participant misuses any Confidential Information that Participant elects to disclose during the Course.



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3.7. At the start date of this Agreement, Participant shall truthfully complete the ASH Disclosures online.

#### **4. Use of social media**

4.1. Provided that Participant complies at all times with the obligations arising from this Agreement, including but not limited to those referred to in Article 2 and Article 3 of this Agreement, the Participant is allowed to use social media, such as, Facebook, X, LinkedIn, Instagram and blogs in relation to the course, to a reasonable extent in the course of his duties under this Agreement.

4.2. In doing so, the Participant shall - at all times - act responsibly and ethically and shall not harm TRTH ORGANIZERS's and/or other Participants' interests in any way whatsoever.

4.3. In particular but not only limited to the following, Participant is prohibited from publishing, disclosing, using, or referring to:

- Any Confidential Information or information that would infringe upon the intellectual property rights of any Party, other Participants or any third party;
- Any (personal) information regarding TRTH organizers and/or other Participants;
- Any false, misleading, or unsubstantiated comments regarding TRTH organizers and/or other Participants.

#### **5. Liability**



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- 5.1. TRTH organizers will not be liable for any damages caused by any Participant in the course of or in connection with program.
- 5.2. If any other Participant and/or any third party/parties attempts to hold TRTH organizers liable for any damage/loss caused by Participant the course of, or in connection with, the Course, Participant will indemnify and hold harmless TRTH organizers in full for any compensation, costs and interest that TRTH organizers owes or should come to owe in respect thereof, including but not limited to reasonable attorney fees and costs, and TRTH organizers will be entitled to implead Participant in respect thereof.
- 5.3. If TRTH organizers suffers any loss caused by (acts or omissions of) the Participant in the course of, or in connection with, the Course, Participant will compensate TRTH organizers for this loss in full.
- 5.4. Participant understands that, in addition to potential civil and criminal penalties for misuse, misappropriation or unauthorized disclosure of Confidential Information and/or intellectual property belonging to another Party or other Participant, violation of the provisions of this Agreement regarding intellectual property rights and confidentiality could result in: (a) dismissal from the Course; (b) disclosure of the circumstances of such violation to appropriate authorities, including but not limited to Participant's employer; and (c) action by either or both of the TRTH organizers to enjoin any unauthorized disclosure or further breach and/or for any damages resulting from unauthorized disclosure or breach.



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## **6. Final provisions**

- 6.1. Any changes, amendments, or additions to the Agreement, whether or not resulting from general terms and conditions being declared applicable, as well as any waiver of rights, will only be legally valid and binding if these have been laid down in a written agreement signed by the Parties and specifically reciting that it is amending this Agreement.
- 6.2. If the Agreement contains a void stipulation, this will not result in the other stipulations of this Agreement being void. The void stipulation will be replaced by a legally valid stipulation that approaches the Parties' intention with the void stipulation as closely as possible.
- 6.3. This Agreement is governed by Dutch law.
- 6.4. This Agreement constitutes the faithful representation of all agreements made between the Parties and supersedes any and all previous understandings and commitments agreed between the Participant and TRTH organizers.





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in The Hague

in [place] .....

*Ignacio Quiles Lara*

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**TRTH ORGANIZERS**

**European Hematology Association**

Name: Ignacio Quiles Lara

Position: EHA Managing Director

Date: 2024/09/11 .....

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**Participant**

Name: .....

Date: .....

in Washington DC

*Martha Liggett*

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**TRTH ORGANIZERS**

**American Society of Hematology**

Name: Martha Liggett, Esq

Position: Executive Director

Date: 2024/09/24 .....



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