



## TERMS AND CONDITIONS - EHA RESEARCH GRANTS

The EHA Terms and Conditions (“**Terms and Conditions**”) apply to the application and award of each of the Research Grants provided by the European Hematology Association, Koninginnegracht 12b, 2514 AA, The Hague, The Netherlands (“**EHA**”).

Please read these Terms and Conditions carefully before applying through the EHA Research Grant application portal on the EHA website. By applying for the Grant you agree that you, as well as your Institute (Grantee Institute), are bound by these Terms and Conditions.

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## Article 1 ‘Definitions’

<b>Funding Agreement</b>	The agreement to be entered into upon award of the Grant by and between EHA, the Grantee and the Grantee Institute.
<b>Amendment request form</b>	The Amendment request form will be made available along with the Agreement.
<b>Applicant</b>	The research fellow who is applying for a Grant.
<b>Application</b>	The application of the Applicant for a Grant.
<b>Grantee Institute</b>	The institute where the research will be performed.
<b>Grants Manager</b>	The Grants Manager at the EHA Executive Office
<b>Mentor</b>	The supervisor of the Applicant.
<b>Grantee</b>	The Applicant that has been granted an EHA Research Grant.
<b>Grant</b>	The relevant EHA Research Grant funds.
<b>Project</b>	The research project of the Applicant.
<b>Project Budget</b>	The financial overview of the Project.
<b>Project Period</b>	The Project Period shall be defined in the Funding Agreement.
<b>Proposal</b>	The Grant proposal made by the Applicant, including the Proposed Budget.
<b>Guidelines</b>	The Step by step guide to applying for a Grant, as can be found on the EHA Research Grant website.

## Article 2 ‘Grant’

- 2.1. The Grants support research fellows in advancing their career. The following Grants can be applied for:
- Junior Research Grant: €50.000,- per year, total €150.000,- in 3 years;
  - Advanced Research Grant: €80.000,- per year, total €160.000,- in 2 years;
  - Physician Scientist Research Grant: €80.000,- per year, total €160.000,- in 2 years;
  - Other ad hoc Grants as EHA may advertise from time to time.

## Article 3 ‘Application, eligibility and award Grant’

- 3.1. Applications for the Grant shall be made via the EHA website at: <http://www.ehaweb.org> or as otherwise indicated in the call for Applications.
- 3.2. The Applicant must submit the signed letters of support from the Mentor and or the Head of Department and the Institute Representative via the application portal in accordance with the Guidelines and these Terms & Conditions which are made available on the EHA website at: [www.ehaweb.org](http://www.ehaweb.org) and before the deadline for application.
- 3.3. The selection process and awarding of the Grant will be in accordance with these Terms & Conditions and the Guidelines.
- 3.4. Grantee shall perform the Project as set forth in the Proposal, which will be an Annex to the Funding Agreement.

## Article 4 ‘Procedure to amend the Project’

- 4.1. Any amendments to the Project, such as but not limited to reallocation, the extend of the duration of the Project Period of the Grant or any deviation from the Proposal, require a submission of a written request

to the Grants Manager at least 30 days prior to the amendments to the following e-mail address: [grants@ehaweb.org](mailto:grants@ehaweb.org), using the Amendment request form.

- 4.2. This Amendment request form must specify the proposed amendment in the Project, any reallocation of the Grant and a justification explaining the necessity of the amendment.
- 4.3. All requested amendments are reviewed and subject to prior written approval by EHA. Pending the approval process, neither Grantee, nor Grantee Institute shall further deplete the Grant for the part which is affected by the amendment.
- 4.4. Amendments shall not be authorized retroactively, and such unauthorized amendments (including but not limited too deviations) may cause EHA to request repayment of the Grant, either in whole or in part, to it.
- 4.5. If unexpected problems arise during the Project, which result in premature discontinuation of the Project or change of the Project, the Grants Manager should be informed in writing as soon as possible, but in any case, within two weeks after the problem has been noted, using the Amendment request form.
- 4.6. In case of a premature discontinuation or unapproved amendment of the Project, EHA reserves the right not to pay outstanding Grant fund amounts and/or a full or partial refund of the Grant fund may be required from the Grantee Institute.

#### Article 5 'Reports'

- 5.1. Grantee and Grantee Institute agree to deliver to the Grants Manager detailed Project Status Reports and Expenditure Reports according to the templates provided by EHA (Interim and Final Reports) and shall be enclosed as an annex to the Funding Agreement.
- 5.2. In addition to the above-mentioned reports, EHA may request a report at any time, which shall be provided by the Grantee or the Grantee Institute within 30 days' after EHA's request.
- 5.3. The Interim Reports on the use of the Grant shall be signed off by an accountant of the Grantee Institute.
- 5.4. In addition, at the end of the Project Period, the Final Expenditure Report shall consist of an audited accounting of the use of the Grant and must be signed off by an independent external auditor.
- 5.5. Audit costs may not exceed €2.000,- and must be included in the proposed Project Budget.

#### Article 6 'Grant'

- 6.1. The Grant may be used only in conformity with the Proposal and Project Budget.
- 6.2. EHA will not fund overhead costs. These costs must be covered by another source, which must be further explained in the Head of Department letter of the Grantee Institute.
- 6.3. Grantee commits to use part of the Grant to attend two EHA Annual Congresses during their project period. During the next EHA Annual Congress, the Grantee will be formally awarded.
- 6.4. Grantee and Grantee Institute are encouraged to seek additional funding concurrent with the Grant and must notify EHA within 30 days once other funds are awarded, including a statement on how the newly acquired funding may impact the Project Budget approved by EHA.
- 6.5. Grantee and Grantee Institute are not allowed to reimburse or charge any cost related to the Project twice, such as but not limited to seeking reimbursement of the same costs both from EHA and (an) other organization(s)).

#### Article 7 'Financial terms'

- 7.1. EHA will disburse the Grant according to the schedule outlined in the Funding Agreement, contingent on receipt and approval of the Interim and Final Reports.
- 7.2. Grantee Institute shall maintain the Grant in a separate account to facilitate necessary reporting.
- 7.3. The Grants will not be transferred to a private bank account of the Grantee.
- 7.4. Grantee and Grantee Institute are responsible for the expenditure of the Grant to the Project.

- 7.5. Upon payment of Grant to the Grantee Institute, EHA is fully and finally discharged of its payment obligation under the Funding Agreement.
- 7.6. Any part of the Grant not used by Grantee or Grantee Institute for the purposes of the Project as approved in the Project Budget shall be promptly returned to the EHA at the end of the Project period, or upon EHA's first request.
- 7.7. All expenditures of the Grant by Grantee and/or Grantee Institute must be spent within the Project period and must be consistent with the Project Budget.
- 7.8. An extension of the Project Period will not result in an increase in funding.

#### Article 8 'EHA's right to terminate the Funding Agreement'

- 8.1. EHA has the right to immediately terminate ("*ontbinden*" in the meaning of article 6:265 Dutch Civil Code 'Burgerlijk Wetboek') the Funding Agreement, without a demand or notice of default being required, if:
  - a. the Grantee or Grantee Institute decides to stop with the Project during the Project Period;
  - b. the Grantee or Grantee Institute has breached an obligation under the Funding Agreement (including its Annexes), these Terms and Conditions, the Guidelines and/or the Proposal;
  - c. EHA may reasonably assume that the Grantee or Grantee Institution did not correctly inform EHA when submitting the Proposal;
  - d. EHA may reasonably assume that the Grantee or Grantee Institution did not correctly inform EHA of newly acquired funding by other funding bodies;
  - e. EHA may reasonably assume that the Grantee or Grantee Institute is under the suspicion of fraud, corruption or participation in a criminal organization;
  - f. EHA may reasonably assume that any report or any other outcome of the Project contains false information or shows a divergence from the Proposal which has not been approved in writing by EHA;
  - g. EHA is reasonably unable to make payments under this Funding Agreement due to financial reasons, to be determined at the discretion of EHA;
  - h. the Grantee or Grantee Institute is declared bankrupt or has been granted suspension of payment, if resolutions have been passed for this purpose or petitions filed, or upon dissolution of the Grantee Institute.
- 8.2. Disbursement of the Grant will be discontinued immediately upon termination of the Funding Agreement.
- 8.3. EHA may require the Grantee Institute to promptly pay back the Grant in full or in part, without further notice being required, irrespective of the reason for termination and notwithstanding EHA's right to claim damage and/or specific performance ("*nakoming*" in the meaning of article 3:296 Dutch Civil Code).
- 8.4. EHA shall not be liable for any damage suffered by the Grantee, Grantee Institute or any third-party resulting from or connected to the termination of the Agreement.

#### Article 9 'Reporting, publicity and public acknowledgement'

- 9.1. Grantee and Grantee Institute are required to respond to EHA's requests for information on their career progress following the active Grant.
- 9.2. Grantee must retain membership with the EHA for the duration of the Project Period.
- 9.3. Grantee is responsible for submitting research findings of the Project in such form as may be reasonably required by EHA for dissemination at EHA's Annual Congress within the Project Period, but no later than one year following the end of the Project Period.
- 9.4. If an abstract on the research findings is not submitted or accepted for EHA's Annual Congress within one year following the end of the Project Period, a clarification must be sent to EHA.
- 9.5. The outcomes of the Grant must be published or otherwise disseminated in an appropriate form, although publication or release of findings funded by the Grant may be delayed for a reasonable period to allow for protection of intellectual property.

- 9.6. Grantees are encouraged to publish in HemaSphere.
- 9.7. All original research supported in whole or in part by the Grant and accepted for publication in a peer-reviewed journal, or as a scholarly monograph or book chapter, must be made available from PubMed Central as soon as possible and no later than six months from the date of final publication.
- 9.8. Upon request by EHA, the Grantee will cooperate with publicity surrounding their research.
- 9.9. All publications must acknowledge EHA's financial support in the research project as follows:

*"Funding for this project was provided ["in whole" or "in part"] by an EHA Research Grant award granted by the European Hematology Association".*

- 9.10. EHA must be consulted before release of any press statement about the Grant. EHA must be contacted immediately if Grantee or Grantee Institute becomes aware of anything related to the Grant that may have an adverse reputational impact on EHA, the Grant holder, a Participant, or an Organization.
- 9.11. Grantee agrees it shall not use any EHA trademarks, logos, service marks or trade names under any circumstances (including, but not limited to, publicity releases, websites, marketing materials and customer lists) without the prior written approval of EHA.
- 9.12. During the Project Period, EHA can publish information, not including any unpublished research findings, on the progress of the Project on her website or other social media.

#### Article 10 'Liability'

- 10.1. EHA - including its directors and employees - shall not be liable for any damage or whatsoever suffered by the Grantee or the Grantee Institute under or in connection with the Agreement and/or the Project, unless Grantee and/or Grantee Institute shall prove that the damage has been caused by the willful intent or gross negligence of EHA's management.
- 10.2. EHA - including its directors and employees - shall not be liable for any damage or whatsoever suffered by a third party in relation to the Agreement, the Project or publications related to this Project.
- 10.3. Grantee and Grantee Institute shall jointly and severally indemnify EHA, its directors and employees against any and all third-party allegations, claims, damages, and losses arising out or relating to this Agreement, the Project and/or publications related to the Project.
- 10.4. EHA shall not be liable for any tax, social security contributions and premiums related.

#### Article 11 'Conduct of Research Project'

- 11.1. It is the responsibility of the Grantee Institute to ensure that the Project, Proposal and the facilities to be made available comply with all relevant laws and/or applicable regulations and meet all Health and Safety requirements.
- 11.2. Research must comply with all applicable laws, regulations and code of conducts.
- 11.3. Grantee and Grantee Institute shall be responsible to obtain necessary approval of Medical Committees or other ethical or regulatory bodies.
- 11.4. In countersigning the Proposal, the Head of Department, or appropriate institutional official, is taken to give the assurance on behalf of the Grantee Institute that those conditions are met.

#### Article 12 'Grantee Institute Move'

- 12.1. Should the Grantee move to an alternative institution during the Project Period, the Grantee shall notify EHA in writing no later than 14 days after the acceptance of the new institute, using the Amendment request form.
- 12.2. In case the Grantee moves to an alternative institution during the Project Period, it should follow the procedure described in article 4 of these Terms and Conditions.

- 12.3. The Grantee is responsible of informing the new Institute about this Agreement and the Terms and Conditions applicable to the Grant.
- 12.4. Should the Grantee move to an alternative institution during the Project Period, EHA has the right to:
  - a. continue to fund the Grant to either the Grantee Institute or the alternative institution on the terms set out herein; and/or
  - b. renegotiate the terms of the Grant with either the Grantee Institute and/or the alternative institution and, if agreement is reached, continue to fund the Grant on the new terms; and/or
  - c. demand the Grantee and Grantee Institute to submit an Interim Report, Final Expenditure Report and/or any other Report necessary for the move; and/or
  - d. terminate the Grant and the Agreement, in accordance with article 11 of the Terms and Conditions.
- 12.5. If EHA approves the move, the parties shall execute an amendment to the Agreement, at the discretion of EHA.
- 12.6. The new Institute has to sign the amendment to the Agreement and the Terms and Conditions.

### Article 13 'Independent Contractor Relation'

- 13.1. This Funding Agreement does not create an employer-employee, agency, joint venture, partnership or similar relationship between the Parties.
- 13.2. Each Party shall act solely as an independent contractor, and neither Party shall have the right to bind or represent the other Party in any way.
- 13.3. Except as otherwise expressly provided in this Agreement, the Grantee Institute shall supply, at its own expense, and be responsible for, all facilities, equipment, supplies and personnel necessary to meet its obligations under this Funding Agreement.

### Article 14 'Miscellaneous'

- 14.1. EHA cannot accept responsibility for the validity of the results nor for any statement made by the Grantee, the Grantee Institute or any other authors in the publication of research results notwithstanding the receipt of a pre-print or reprint of the publication.
- 14.2. Grantee Institute may not subcontract any of its obligations under this Agreement, except with the prior written approval of EHA. Grantee Institute shall remain fully responsible for any and all such subcontracted obligations, and for the acts and omissions of its subcontractors.

### Article 15 'Governing law and forum'

- 15.1. These Terms and Conditions, the Funding Agreement, the Proposal, the Guidelines and all other related documentation are governed by and construed in accordance with the laws of the Netherlands.
- 15.2. Any dispute or claim arising from or in connection with the Agreement shall be exclusively submitted to the District court of The Hague, the Netherlands.

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