

## TERMS AND CONDITIONS - EHA RESEARCH GRANTS 2020

The following 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 Research Grant, you agree that you, as well as your Institute (Grantee Institute), where you will be performing the research, are bound by these Terms and Conditions.

### Article 1 ‘Definitions’

<b>Agreement</b>	the Funding Agreement to be entered into upon award of the EHA Research 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 funding
<b>Grantee Institute</b>	the institute where the research will be performed
<b>Coordinator</b>	Grants Coordinator 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>Proposal</b>	the Grant proposal made by the Applicant including the proposed budget ( <b>‘Project Budget’</b> )
<b>Guidelines</b>	the Step by step guide to applying for an EHA Grant as can be found on the EHA Research Grant website

### Article 2 ‘EHA Research Grant’

2.1. The EHA Research Grants support research fellows in advancing their career. The following Research Grants can be applied for:

- Junior Research Grant: €50.000,- per year, total €100.000,- in 2 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

2.2. Other ad hoc grants as EHA may advertise from time to time.

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

- 3.1. Application for the Grant shall be made via the EHA website at: <http://www.ehaweb.org> or as otherwise indicated in the call for applications. Three parties must apply via separate application portals: Applicant, Mentor, and Grantee Institute unless otherwise specified.
- 3.2. All three parties must apply in accordance with the Guidelines, these Terms & Conditions and the Agreement which are made available on the EHA website at: [www.ehaweb.org](http://www.ehaweb.org) and before the deadline.
- 3.3. The selection process and awarding of the EHA Research Grant will be in accordance with these Terms & Conditions and the Guidelines.

#### **Article 4 'Scope of the Project'**

- 4.1. Grantee shall perform the Project as set forth in the Proposal, which will be an Annex to the Agreement, these Terms and Conditions and the Agreement.
- 4.2. Any amendments to the Project or reallocation of funds require a submission of a written request, using the Amendment request form, to the Coordinator at least 30 days prior to the variations or reallocation, to be made by e-mail to the following e-mail address: [grants@ehaweb.org](mailto:grants@ehaweb.org).
- 4.3. This Amendment request form must specify the proposed amendment in the Project, the reallocation of funds and a justification as to why this change is necessary.
- 4.4. All requested changes are reviewed and subject to prior approval by EHA. Pending the approval process neither Grantee, nor Grantee Institute shall further deplete the Grant.

#### **Article 5 'Project period'**

- 5.1. The Project period shall be defined in the Agreement.
- 5.2. If Grantee desires to extend the duration of the Project period, a written request to that extent shall be submitted to the Coordinator using the Amendment request form at least 30 days prior to the Project period end date.
- 5.3. If EHA approves the extension in writing, the parties shall execute an amendment to the Agreement, at the discretion of EHA.
- 5.4. An extension of the Project period will not result in an increase in funding.

#### **Article 6 'Expenditures'**

- 6.1. 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 as set forth in the Proposal and as approved by EHA, and shall form an integral part to the Agreement.
- 6.2. Any intended deviation from the Project Budget requires a written request to the Coordinator at least 30 days prior to the due date of the interim and/or final financial report (overspending will never be financed by EHA) using the Amendment request form.
- 6.3. If EHA approves the deviation, the parties shall execute an amendment to the Agreement, at the discretion of EHA.
- 6.4. Deviations shall not be authorized retroactively, and such unauthorized deviations may cause EHA to request repayment of the Grant, either in whole or in part, to it.

#### **Article 7 'Interim and final reports'**

- 7.1. Grantee and Grantee Institute agree to deliver to the Coordinator 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 Agreement.
- 7.2. 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.

## **Article 8 ‘Accounting for use of Grant funds’**

- 8.1. Grantee Institute shall maintain the Grant in a separate account to facilitate necessary reporting.
- 8.2. The Interim Reports on the use of the Grant, as referred to in article 7, shall be signed off by an accountant of the Grantee Institute.
- 8.3. In addition, at the end of the Project Period, the Final Expenditure Report, as referred to in article 7, shall consist of an audited accounting of the use of Grant funds and must be signed off by an independent external auditor. Audit costs may not exceed €2.000,- and must be included in the proposed Project Budget.

## **Article 9 ‘Grant’**

- 9.1. The Grant may be used to provide support for a remuneration and small items of equipment, supplies and/or travel, if this is necessary for pursuit of the Project and in conformity with the Proposal and Project Budget.
- 9.2. EHA will not cover/fund overhead costs. These costs must be covered by another source, which must be further explained in the letter from the Head of Department of the Grantee Institute.
- 9.3. EHA shall not be liable for any tax, social security contributions and premiums related.
- 9.4. Grantee commits to use part of the Grant towards attending two EHA annual congresses. During the first annual congress Grantee will be formally awarded at the Opening Ceremony.
- 9.5. Grantee and Grantee Institute are encouraged to seek additional funding concurrent with the EHA Grant fund 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.
- 9.6. 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 10 ‘Disbursement Schedule’**

- 10.1. EHA will disburse the Grant according to the schedule outlined in the Agreement, contingent on receipt and approval of the Interim and Final Reports, mentioned in article 7.
- 10.2. The Grants will not be transferred to a private bank account of the Grantee.
- 10.3. Grantee and Grantee Institute are responsible for the application of the Grant funds to the Project.
- 10.4. Upon payment of Grant funds to the Grantee Institute, EHA is fully and finally discharged of its payment obligation under the Agreement.

## **Article 11 ‘EHA’s right to terminate the Agreement’**

- 11.1. EHA has the right to immediately terminate ("*ontbinden*" in the meaning of article 6:265 Dutch Civil Code ‘Burgerlijk Wetboek’) the Agreement, without a demand or notice of default being required, if:
  - a. the Grantee or Grantee Institute has breached an obligation under the Agreement (including its Annexes), these Terms and Conditions and/or the Proposal of the Grantee; *or*
  - b. EHA may reasonably assume that the Grantee or Grantee Institution did not correctly inform EHA when submitting the Proposal; *or*
  - c. EHA may reasonably assume that the Grantee or Grantee Institution did not correctly inform EHA of newly acquired funding by other funding bodies; *or*
  - d. EHA may reasonably assume that the Grantee or Grantee Institute is under the suspicion of fraud, corruption or participation in a criminal organization; *or*

- e. EHA may reasonably assume that a report required by article 4 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.
- 11.2. In addition, EHA has the right to terminate ("*ontbinden*" in the meaning of article 6:265 Dutch Civil Code) the Agreement, without a demand or notice of default being required, if EHA is reasonably unable to make payments under this Agreement due to financial reasons (to be determined at the discretion of EHA) or if 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.
- 11.3. Disbursement of the Grant will be discontinued immediately upon termination of the Agreement. In addition, upon termination of the Agreement, 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 damages.
- 11.4. 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 12 'EHA's right to return of funds'**

- 12.1. If the Grantee or Grantee Institute has breached an obligation under the Agreement, the Terms and Conditions, (including its Annexes). The Grantee Institute shall promptly upon the first written request of EHA pay back Grant funds, either in full or in part, depending on the request from EHA, without further notice being required and notwithstanding EHA's right to claim damages and/or specific performance ("*nakoming*" in the meaning of article 3:296 Dutch Civil Code). This also applies to any breach after the Project Period.
- 12.2. Any EHA funds 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.

#### **Article 13 'Significant changes to or premature conclusion of the Project'**

- 13.1. If unexpected problems arise during the Project, which result in premature discontinuation of the Project or change of the Project, the Coordinator 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.
- 13.2. In case of a premature discontinuation or unapproved change 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 14 'Reporting, publicity and public acknowledgement'**

- 14.1. Grantee and Grantee Institute are required to respond to EHA's requests for information on their career progress following the active Grant. Grantee must also retain membership with the EHA for the duration of the Grant period.
- 14.2. 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 funding period, but no later than one year following the end of the Project period. 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.
- 14.3. 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.
- 14.4. Grantees are encouraged to publish in HemaSphere.

- 14.5. 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.
- 14.6. Upon request by EHA, the Grantee will cooperate with publicity disseminating their research.
- 14.7. 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”.*

- 14.8. 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.
- 14.9. 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.

#### **Article 15 ‘Liability’**

- 15.1. 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.
- 15.2. In addition, 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.
- 15.3. 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.

#### **Article 16 ‘Conduct of Research Project’**

- 16.1. 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.
- 16.2. Research involving genetic manipulation must have the approval of the local Genetic Manipulation Advisory Committee. 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.
- 16.3. EHA and the Grantee are independent parties and EHA does not in any way or whatsoever act as employer. The Grantee Institute is responsible and liable for issue of contracts and compliance with employment statutes.
- 16.4. Should the Grantee move to an alternative institution during the tenure of the Grant, the Grantee shall notify EHA in writing no later than 30 days prior to the planned move using the Amendment request form.
- 16.5. EHA then 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; *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; *or*

c. terminate the Grant and the Agreement, in accordance with article 11 of the Terms & Conditions.

16.6. If EHA approves the move, the parties shall execute an amendment to the Agreement, at the discretion of EHA.

**Article 17 ‘Responsibility for Project results’**

17.1. 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.

**Article 18 ‘Governing law and forum’**

18.1. These Terms and Conditions, the Agreement, the Proposal and all other related documentation are governed by and construed in accordance with the laws of the Netherlands. 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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