**EHA RESEARCH GRANT FUNDING AGREEMENT**

***CATEGORY: Research Mobility Grant***

**Between**

**\*Anton Tkachenko, MD, PhD\***

**and**

**Charles University, First Faculty of Medicine**

**and**

**European Hematology Association**

 **EHA RESEARCH GRANT FUNDING AGREEMENT**

This EHA Research Grant Funding Agreement (“**Funding Agreement**” or **“Agreement”**) is made and entered into on 1.4.2023 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**

**\*xxxxxxxxxxxxxxxxxxx** \* an employee of the First Faculty of Medicine of the Charles University, department: BIOCEV, Průmyslová 595, 25250, Vestec, Czech Republic ("**Grantee**");

**AND**

**Charles University**

Official seat at Ovocný trh 560/5, 116 36, Prague 1, Czech Republic

ID: 00216208, VAT: CZ00216208

Concerning the Part: First Faculty of Medicine, Address: Kateřinská 32, 121 08, Prague 2

Represented by prof. MUDr. Martin Vokurka, CSc., dean of the First Faculty of Medicine

("**Grantee Host Institute**").

Individually referred to as a “**Party**” and collectively as the “**Parties**”.

**Background:**

* Grantee and Grantee Host Institution have submitted a proposal to EHA received on 14.2.2023 (the “**Proposal**”) to fund the project described therein (the “**Project**”);
* The Project shall be facilitated by the Grantee Host Institute;
* EHA agrees to make a grant to the Grantee Host Institute for a maximum of € 34.200 to fund the Project, subject to the terms and conditions set forth herein (the “**Grant**”);
* In consideration of the mutual promises made in this Funding Agreement, the Parties hereby agree as follows.

**Agreed terms:**

**Article 1 ‘SCOPE oF PROJECT’**

* 1. Grantee shall perform the Project as set forth in the Proposal (‘**Annex 1’**).
	2. The Project shall be facilitated by the Grantee Institute, as confirmed in its Letter of Agreement dated 14.2.2023 (‘as part of **Annex 1’**).
	3. The Project has been approved for a period of 12 months beginning 1.4.2023 and project end 31.3.2024 (the “**Project Period**”).
	4. Grantee and Grantee Institute agree to deliver to the Grants Manager at EHA detailed Project Status Reports and Expenditure Reports according to templates provided by EHA and enclosed hereto as Annex 2, with observance of article 2 and on dates specified in the following schedule:

|  |  |
| --- | --- |
| **REPORT** | **DUE DATE**  |
| pROJECT STATUS REPORTS | 31.8.2023 and 31.3.2024 |

**ARTICLE 2 ‘FINANCIAL TERMS’**

* 1. EHA will fund a maximum research Grant of € 34.200 (Euros) based on the payment schedule below.

|  |  |
| --- | --- |
| **Amount in € (Euros)** | **Due on or About**  |
| 34.200  | 1.4.2023 |

* 1. The Grant will be transferred to the following bank account of the Grantee Host Institute:

|  |  |
| --- | --- |
| Bank name |  Komerční banka a.s., |
| Bank address |  Na Příkopě 33, 114 07 Praha 1, Czech Republic |
| Account number |  xxxxxxxxxxxxxxxx |
| Name account holder |  UK 1. LÉKAŘSKÁ FAKULTA |
| Address account holder |  Ovocný trh 5, 116 36 Praha 1, Czech Republic  |
| IBAN |  CZ1401000000xxxxxxxxxxxxx |
| SWIFT |  KOMBCZPPXXX |
| Reference code or number |  |

* 1. All expenditures of Grant funds 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 (the “**Project Budget**”) and as approved by EHA (‘As part of **Annex 1’**).
	2. EHA will not be responsible for any other fees, costs or expenses.

**ARTICLE 3 – ‘TERMS AND CONDITIONS’ - EHA Ukraine Bridge Support 2022**

The Terms and Conditions – EHA Ukraine Bridge Support 2022 (“Terms and Conditions – EHA Research Grants”), enclosed hereto as annex 3 and the receipt of which is hereby acknowledged by the Grantee and the Grantee Host Institute are applicable to this Agreement and deemed to be incorporated into this Agreement.

In case of a conflict between the provisions of the Terms and Conditions and this Agreement, then the terms of this Agreement shall prevail.

ARTICLE 4 ‘DATA PROTECTION’

4.1 The Parties will comply with the applicable legislation on privacy and data protection, including but not limited to the General Data Protection Regulation 2016/679 (GDPR) as well as any and all other European and national regulations governing the protection of personal data applicable at any point in time with regard to every processing of personal data (any information relating to an identified or identifiable living natural person) in the performance of the Funding Agreement.

4.2 Parties will each qualify as an independent data controller in the meaning of the applicable legislation on privacy and data protection with regard to the processing of personal data in the performance of the Funding Agreement.

4.3 Parties will treat all personal data processed under this Funding Agreement between Parties as confidential.

4.4 In case of a personal data breach under this Funding Agreement which involves personal data received from the other Party, the Party where the personal data breach occurs or the Party that becomes aware of the personal data breach will notify the other Party as soon as possible and Parties will provide each other with assistance insofar as this is reasonably possible.

4.5 If at any time this Funding Agreement needs to be modified or supplemented in order to comply with the applicable legislation on privacy and data protection, any guidelines of the European Data Protection Board or guidelines, binding instructions or orders of any relevant data protection supervisory authority, especially in respect of the roles of Parties under the applicable legislation on privacy and data protection, the Parties will cooperate and negotiate in good faith with a view to agreeing such modifications and/or additional arrangements or agreements as soon as possible.

4.6 The Parties acknowledge that the Grantee Host Institution as a public university and an entity under Art. 2 Par. 1 Letter e) of the Czech Act No. 340/2015 Coll., on Contract Register, is subject to the obligation to public any contract and agreement it concludes, in the contract register (hereinafter “Publication”). The Parties declare that this Agreement is subject to such mandatory Publication. The Grantee Host Institution agrees to public the contents of this Agreement without the information between the tags \*\_\* including the information that cannot be provided in accordance with the rules governing free access to information (personal data and protection of the rights of a person not required by law to disclose information). The Publication shall be provided by Grantee Host Institution and shall also be notified to EHA without undue delay by email: ukrainebridgefunding@ehaweb.org. For the avoidance of doubt, the parties declare that the Publication pursuant to this Article is a procedure in accordance with this Agreement and its Annexes. The Parties acknowledge and agree that if the Agreement is not published even within three months of its signing, it became invalid in accordance with the law of the Czech Republic (Art. 7 Par. 1 of the Czech Act No. 340/2015 Coll., on Contract Register).

4.7 This Founding Agreement is made and valid on the date of signature by all authorized persons and shall be effective on the date of publication pursuant to Article 4.6., but no earlier than 1.4. 2023.

This Funding Agreement may be executed in three 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 Funding Agreement for and on behalf of

**EUROPEAN HEMATOLOGY ASSOCIATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \*xxxxxxxxxxxxxxxxxx\*

Position: \*xxxxxxxxxxxxxxxx\*

Date:

**GRANTEE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \*xxxxxxxxxxxxxxxxxx\*

Position: Postdoctoral Fellow at, BIOCEV, First Faculty of Medicine Charles University

Date:

**GRANTEE HOST INSTITUTE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: prof. MUDr. Martin Vokurka, CSc.

Position: Dean of the First Faculty of Medicine Charles University

Date: