

EHA RESEARCH GRANT FUNDING AGREEMENT

CATEGORY: Junior Research Grant

Between

Vaclav Seda

and

MASARYK UNIVERSITY

Central European Institute of Technology

and

European Hematology Association

EHA RESEARCH GRANT FUNDING AGREEMENT

This EHA Research Grant Funding Agreement ("**Funding Agreement**") is made and entered into on 01/08/2024 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

Vaclav Seda, Masaryk University, Central European Institute of Technology, ID: 00216224, registered office: Žerotínovo nám. 9, 601 77 Brno, Czechia; contact address: Kamenice 5, 625 00 Brno, Czechia, further referred to as the "**CEITEC MU**"; Grantee is an employee of the Grantee Institute and the Principal Researcher of the Project; Grantee shall perform the Project as set forth in the Proposal ("**Annex 1**") ("**Grantee**");

AND

Masaryk University, Central European Institute of Technology, ID: 00216224, registered office: Žerotínovo nám. 9, 601 77 Brno, Czechia; contact address: Kamenice 5, 625 00 Brno, Czechia, further referred to as the "**CEITEC MU**" ("**Grantee Institute**").

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

BACKGROUND:

- Grantee has submitted a proposal to EHA received on 31/10/2023 (the "**Proposal**") to fund the project described therein (the "**Project**");
- The Project shall be facilitated by the Grantee Institute;
- EHA agrees to make a grant to the Grantee Institute for a maximum of €150,000 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'

1.1. Grantee shall perform the Project as set forth in the Proposal ("**Annex 1**").

- 1.2. The Project shall be facilitated by the Grantee Institute, as confirmed in its Letter of Agreement dated 26/10/2023 ('as part of **Annex 1'**).
- 1.3. The Project has been approved for a period of 36 months beginning 01/04/2025 and ending on 31/03/2028 (the "**Project Period**").
- 1.4. 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
INTERIM Status Report and Expenditure Report	01/10/2026
FINAL Status Report and Expenditure Report	12/05/2028

ARTICLE 2 'FINANCIAL TERMS'

- 2.1. EHA will fund a maximum research Grant of €150,000 (Euros)
- 2.2. The Grantee Institute will receive a maximum per year based on the payment schedule below. EHA will disburse Grant funds according to the following schedule, contingent on receipt and approval of the Interim and Final Reports mentioned in article 1.4:

Amount in € (Euros)	Due On or About
€67,500	27/03/2025
€67,500	05/11/2026
€15,000	15/06/2028

- 2.3. The Grant will be transferred to the following bank account of the Grantee Institute:

Bank name	xxxxxx
Bank address	xxxxxx
Account number	xxxxxx
Name account holder	xxxxxxxx
Address account holder	xxxxxxxxxx
IBAN	xxxxxxxxxx
SWIFT	xxxxxx
Reference code or number	xxxxxx

- 2.4. 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**’).
- 2.5. EHA will not be responsible for any other fees, costs or expenses.

ARTICLE 3 ‘EHA TERMS AND CONDITIONS’

- 3.1. The Terms and Conditions – EHA Research Grant (“Terms and Conditions”) apply to this Funding Agreement (**Annex 3**).
- 3.2. The application of any other (general) terms and conditions of the Grantee Institute is hereby expressly excluded and explicitly rejected by EHA.
- 3.3. This Funding Agreement, including all its Annexes 1,2 and 3, is the complete understanding of the Parties in respect of the subject matter of this Funding Agreement.
- 3.4. In the event of a conflict between this Funding Agreement the Terms and Conditions or any other Annex, the terms of this Funding Agreement shall prevail.
- 3.5. This Funding Agreement does not lead to any other rights and/or obligations between the parties than those explicitly mentioned herein.

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.

ARTICLE 5 'MISCELLANEOUS'

- 5.1. Assignment. Grantee and Grantee Institute may not assign or transfer any of its rights or obligations under this Funding Agreement without the prior written consent of EHA. Any purported assignment not in accordance with this article shall be null and void.
- 5.2. Waiver. No waiver of any rights arising from a breach of any obligations under this agreement shall be effective unless it is in writing and signed by the waiving Party. Any such waiver is not to be deemed a continuing waiver of any other breach or default in the performance of any of the same or other obligations hereunder. Failure of any Party to insist on specific performance of this Funding Agreement shall not constitute a waiver of rights hereunder.
- 5.3. Severability. If any court of competent jurisdiction or governmental entity holds that any provision of this Funding Agreement and/or the Terms and Conditions is invalid or unenforceable for any reason, (a) the validity and enforceability of the remaining provisions of this Funding Agreement and/or the Terms and Conditions shall not be affected or impaired, and all remaining terms of this Funding Agreement and/or the Terms and Conditions remain in full force and effect, and (b) to the extent possible, the Parties shall replace the invalid provision with a new legally valid provision to achieve the purpose of the invalid provision.
- 5.4. Counterparts. This Funding Agreement may be executed in any number of counterparts, all of which together constitute a single Funding Agreement. Executed Funding Agreement documents transmitted by electronic means are considered original documents.

ARTICLE 6 'GOVERNING LAW & JURISDICTION'

- 6.1. This Funding Agreement shall be governed exclusively by, and enforced in accordance with, the internal laws (excluding the conflicts of laws rules) of the Netherlands.
- 6.2. Each Party hereby (a) submits to the exclusive jurisdiction of the District court of The Hague, the Netherlands, over any disputes under this Funding Agreement, (b) waives any objection to such jurisdiction.

This Funding 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 Funding Agreement

for and on behalf of
**EUROPEAN HEMATOLOGY
ASSOCIATION**

GRANTEE

for and on behalf of
GRANTEE INSTITUTE

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