

Agreement for the provision of fellowship awards funded by Fondazione AIRC

BETWEEN

Fondazione AIRC, hereinafter referred to as AIRC, with registered office in Viale Isonzo, 25, 20135 Milan, Italy, represented by (Legal Representative)

AND

(Name of Institution) hereinafter referred to as the Hosting Institution, located in (full address, including Country), (tax code – if applicable) represented by (name of Legal Representative and position held, e.g. Dean, Head of research administration, etc.).

WHEREAS

1. AIRC is a not-for-profit organization, with the only mission to support cancer research with funds obtained through bequests and donations;
2. Each year AIRC issues Calls for fellowship applications;
3. Awardees are selected by AIRC after a careful assessment of the scientific merit of all fellowship applications through the internationally recognized peer review system: each application is evaluated by three external reviewers in compliance with conflict of interests rules. Reviewers are chosen among leading international scientists working in research institutions outside of Italy (a panel of over 600) and/or researchers belonging to the Technical Review Committee (Comitato Tecnico Scientifico, CTS), with expertise in the various fields of cancer research;
4. Within the 2019 Call Dr. (Name of the fellow) has been awarded a (Duration of the fellowship) fellowship to carry out the research plan: "(Title of the fellowship)" under the supervision of (Name of the Head of hosting lab), from (Start date of the fellowship) to (End date of the fellowship);
5. The research plan outlined in the fellowship application must be undertaken in not-for-profit organizations that have, among their purposes, the mission of conducting scientific research on cancer. The hosting institution is willing to take on the fellow, making resources and facilities available so that he/she can carry out the proposed research activity;
6. AIRC will transfer the gross amount of the fellowship award to the Hosting Institution.

NOW THEREFORE

the parties agree to the following terms and conditions:

Article 1 – Terms and conditions for the transfer of funds from AIRC to the Hosting Institution

AIRC will transfer (Name of the fellow)'s fellowship gross amount of .../year (total ...) to the Hosting Institution, in local currency. AIRC will make the following three-monthly bank wire transfers in advance:

...

Wire transfers will be made by AIRC to the financial institution indicated below, selected by the Hosting

Institution:

NAME OF BANK:
BRANCH:
BANK ADDRESS:
ACCOUNT NUMBER:
NAME OF BANK ACCOUNT HOLDER:
IBAN (if in Europe):
SWIFT CODE (if in USA and/or Europe):
ROUTING NUMBER (if in USA):

The Hosting Institution must promptly notify AIRC should there be any change in the bank data above.

Article 2 - Terms and conditions for the provision of the fellowship award to the fellow

The Hosting Institution shall grant the fellowship award remuneration through monthly payments, applying the local regulation for employment and tax in force. The Hosting Institution is in charge of all legal, fiscal and administrative responsibilities associated with the management of the fellowship. No bank charges, management fees or administrative costs can be withheld from the fellowship gross amount. AIRC does not act as an employer with respect to the fellow. The Hosting Institution and the fellow should reach an agreement on the most convenient contractual provision to be applied, based on the amount of the fellowship award and the applicable local law and jurisdiction.

The Hosting Institution must ensure proper financial management of the award, maintaining relevant salary records. The Hosting Institution must complete and return a financial reconciliation statement within three months from the end date of the fellowship award.

Article 3 - Responsibilities and obligations of the Hosting Institution

It is the Hosting Institution's responsibility to ensure that the fellow's research project can be carried out. To this aim, the Hosting Institution will operate autonomously, abiding by all applicable laws and regulations, and will not require the involvement of AIRC in its interactions or associations with third parties (e.g. employees, collaborators, contractors, etc.). AIRC accepts no liabilities with regard to losses or damages directly or indirectly resulting from the fellowship research activities.

The provision of the fellowship award must be in compliance with the local laws and regulations.

It is the responsibility of the Hosting Institution to comply with occupational safety and health standards issued by the local jurisdiction, and to provide fellows with a liability insurance, an insurance against occupational injuries and/or illnesses, and possibly a medical insurance. In case the latter cannot be granted, the Hosting Institution must promptly notify AIRC.

The Hosting Institution must have, throughout the duration of the fellowship appointment, adequate and appropriate means (including the infrastructure, equipment and products) for implementing the research project. The Hosting Institution must meet all the necessary legal and regulatory requirements and must

have obtained all the necessary licenses and approvals in order to conduct the research. In addition, it must ensure proper training of the fellow under the supervision of the head of the hosting lab indicated in the fellowship application.

Article 4 - Responsibilities and obligations of AIRC

The financial contribution provided by AIRC will not exceed the amount indicated in the official notification of the awardees as per Article 1 of this agreement. The Hosting Institution will cover all additional costs associated with the activation, management and implementation of the fellow's research activities.

Article 5 - Variation and termination

The Hosting Institution must promptly notify AIRC of any change to the terms and conditions of the award (e.g. change in status of the Hosting Institution, research interruptions for maternity, etc.). Proposed modifications must be examined and approved by the Office of the Scientific Director before they can be effected. Please send all requests of variation by e-mail to: Administrative.office@airc.it

In case the research activities must be interrupted for more than 40 consecutive days (e.g. maternity leave or illness, confirmed by a medical certificate), the fellowship award will be suspended and the termination date will be postponed accordingly. In this case, the Hosting Institution must notify AIRC indicating the start and end date of the interruption, together with the new fellowship termination date agreed with the fellow. AIRC will reschedule the wire transfers based on this information.

Should the fellow decide to terminate the fellowship appointment prior to the official end date, the Hosting Institution and the fellow must promptly notify AIRC with an official resignation letter, signed by the fellow and the supervisor. With the early termination of the fellowship award, the research project will terminate as well. AIRC will immediately suspend all remaining payments. Within two months from the official letter of resignation, residual funds already transferred by AIRC to the Hosting Institution and not used for the fellow's wage must be returned to AIRC, wiring them to:

NAME OF BANK:
ACCOUNT NUMBER:
NAME OF BANK ACCOUNT HOLDER:
IBAN:
SWIFT CODE:

Article 6 - Acknowledgements

Each publication, press release or other document or media communication citing results from the research carried out during the fellowship appointment must include an acknowledgement to AIRC.

Article 7 - Duration

This agreement will be effective after the Institutional Authorized Official of each party has initialed each

page of this document and dated and signed the last page. The agreement is valid for the entire duration of the fellowship appointment.

Article 8 – Confidential and personal data protection

Each party agrees to protect the confidentiality of all data included in this Agreement, and to use and process them (electronically and/or manually) only for the purposes of the agreement and the management of the fellowship award. To this aim, access to data must be restricted to a limited number of authorized users. Information may be disclosed, when required, to comply with national laws, rules and directives. Data may also be disclosed to third parties for statistical analyses, but only if identifiable information on the fellow, AIRC and the Hosting Institution is removed.

AIRC will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the other party for the duration and purposes of this agreement.

Every party will, in relation to any Personal Data processed in connection with the performance by the party of its obligations under this agreement:

- ensure that it has in place risk assessed appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to the same;
- ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- not transfer any Personal Data outside of the European Economic Area unless the provisions on data protection legislation are respected;
- assist the other Party in responding to any subject access request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Supervisory Authority or regulators;
- notify the other party without undue delay on becoming aware of a Personal Data breach;
- delete or return Personal Data and copies on termination of the agreement unless required by law to store the Personal Data; and
- maintain complete and accurate records and information to demonstrate its compliance with this clause.
- not engage any sub- processor without the written authorisation of the other Party..

Article 9 – Communications

Any communication regarding this agreement, or any request for modifications, must be transmitted to the following e-mail addresses:

Administrative.office@airc.it (for communications to AIRC)

(please enter a valid e-mail address) (for communications to the Hosting Institution)

The Hosting Institution must promptly notify AIRC of any of the following: variation in its status that may affect its eligibility to serve as Hosting Institution as defined in point 5 of the introduction of this agreement; variation in its legal status (e.g. mergers, acquisitions, etc.); significant variations in its organizational structure; variation in its relationship with the fellow; transfer of the fellow to a different research institution;

bankruptcy, lawsuits or any other significant issue that might compromise the financial solidity of the Hosting Institution.

Article 10 – Dispute resolution

This agreement is governed exclusive by the laws of Italy. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy relating to this agreement. Should these attempts not be effective, the parties will try to resolve the disagreement by filing a request for arbitration with the International Court of Arbitration.

Article 11 – Additional documents

The fellowship award is regulated by the terms and conditions of this agreement together with the guidelines included in the appropriate AIRC Call for fellowship applications. Also, additional directives may be contained within the Fellowship award notification letter.

IN WITNESS WHEREOF

The parties have executed this Agreement by their respective authorized officials as of the date of the last signature.

Fondazione AIRC
Milan,
Institutional Authorized Official: (name)
Signature and Stamp:

Hosting Institution
(Place, date: day – month – year)
Institutional Authorized Official: (name and title)
Signature and Stamp: