

The following template is provided as an example of the agreement that the Hosting Institution will have to sign in case a fellowship is awarded.

**Agreement for the provision of fellowship awards funded by Fondazione AIRC per la ricerca sul cancro
ETS and Fondazione Gianni Bonadonna**

BETWEEN

Fondazione AIRC per la ricerca sul cancro ETS, hereinafter referred to as AIRC, whose registered office is in Viale Isonzo, 25, 20135 Milan, Italy, represented by (full name), Chairman

AND

Fondazione Gianni Bonadonna, hereinafter referred to as FGB, whose registered office is in Via Bertani 14, 20154 Milan, Italy, represented by (full name), (Role)

AND

(Name of Institution) hereinafter referred to as the Hosting Institution, located in (full address, including Country), (tax code - if applicable) represented by (full 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 mission of supporting cancer research with funds obtained through bequests and donations;
2. FGB is a not-for-profit organization, with the mission of fostering therapeutic innovation in oncology and supporting the education and training of young oncologists dedicated to study and develop novel therapies;
3. In 2022 FGB and AIRC have issued a joint Call for applications entitled "Gianni Bonadonna Fellowships Calls for Proposals" for (duration) mobility fellowships for medical oncologists and hematologists.
4. Given the extensive and long-lasting experience of AIRC in cancer research funding schemes, FGB is entrusting AIRC with the entire management of the fellowships funded within this Call for applications.
5. Awardees have been selected after a careful assessment of the scientific merit of all fellowship applications received, through the internationally recognized method of peer review; each application was evaluated by three external reviewers in compliance with conflict of interests rules. Reviewers were chosen among leading international scientists working in research institutions outside of Italy (a panel of about 600), with expertise in the various fields of cancer research.
6. Within the 2022 Call, Dr. (full name of the fellow) has been awarded a (duration) fellowship to carry out the research plan: "(Title of the fellowship)" under the supervision of (Dr. or Prof.) (full name of the Head of the hosting lab), Head of the hosting lab, from (Start date of the fellowship) to (End date of the fellowship).
7. The research plan outlined in the fellowship application must be undertaken in a research organization (such as university, hospital or other research center), irrespective of its legal status (organized under public or private law), whose primary goal is to independently conduct non-economic biomedical research

and to disseminate its results. 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.

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 the gross amount of Dr. (full name of the fellow)'s fellowship to the Hosting Institution, in local currency:

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 1.2. Transfer of the Fellowship gross amount

This article will be customized according to the budget requested by the Hosting Institution and the fellow in the application.

The fellowship gross amount will be transferred in advance by AIRC to the Hosting Institution with quarterly bank wire transfers, after the fellow has indicated the official starting date of the fellowship and the official end date of the clinical specialization training/residency, and after the formal letter of acceptance of the fellowship has been signed.

The fellowship gross amount will be issued only for the remaining period, after the fellow's residency program has come to conclusion. The amount to be transferred will be calculated dividing the yearly gross amount by twelve and multiplying the result by the number of months remaining after the end of residency.

Article 1.3. Transfer of Training cost contribution

The Training cost contribution (a flat rate of € 5.000/year) must be used by the Hosting Institution to cover the fellow's expenses to participate either in international scientific meeting(s) on a cancer-related topic or in recognized transferable skills event(s).

At the end of each fellowship year, a certificate of attendance of the fellow to the meeting(s) or event(s) will be requested before the Training cost contribution can be transferred by bank wire to the Hosting Institution.

Article 1.4. Travel allowance

Travel allowance as defined in the Call will be reimbursed directly to the fellow upon presentation of appropriate receipts.

Article 1.5. Transfer of Health Insurance costs (if applicable)

This article will be customized depending on whether the Health Insurance is paid by the Hosting Institution or directly by the fellow.

Coverage of the health insurance, if requested in the application, will be provided for the entire duration of the fellowship appointment.

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

The Hosting Institution shall grant the fellowship award remuneration to the fellow through monthly payments, applying the local regulation in force for employment and taxes. 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 independently, 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 comply 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 infrastructure, equipment, and research products) for the fellow to implement his/her research project. The Hosting Institution must meet all the necessary legal and regulatory requirements and must have obtained all the necessary licenses and approvals for the fellow to conduct his/her research. In addition, it must ensure proper training of the fellow under the supervision of the Head of the hosting lab.

Article 4 - Responsibilities and obligations of AIRC

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

is fully responsible as detailed in Article 3.

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 AIRC 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 the information received.

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, allocated to the fellowship gross amount and already transferred by AIRC to the Hosting Institution for the period following the early termination date, must be returned to AIRC by bank wire 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 and FGB.

Article 7 – Duration

This agreement will be effective after the Institutional Authorized Official of each party has initialled 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 – Processing of personal data

The Parties undertake to comply with data protection legislation and in particular with EU Regulation 2016/679 GDPR - General Data Protection Regulation.

The Parties undertake to obtain all necessary consents for the communication of personal data to third parties for the duration and purposes of this agreement.

In relation to the processing of personal data, the Parties shall ensure:

- that a procedure has been put in place to assess the risks inherent in the processing of personal data, including measures to implement in order to limit these risks, in particular to prevent unauthorized or unlawful processing of data or to prevent the loss, destruction or damage of special categories of personal data;
- that all personnel who have access to the data or their processing are obliged to consider and treat the data as confidential;
- that personal data will not be transferred outside the European Economic Area unless the rules of the data protection regulation are respected;
- to cooperate in answering any questions from the subject providing the data and to ensure compliance with legal deadlines as regards security, notification of any violations, impact assessment and consultation with the Supervisory or Control Authority;
- to notify the other Parties of any violations;
- to destroy copies of this contract within the terms indicated in the Italian Civil Code;
- to maintain a complete and accurate collection of data and information to demonstrate compliance with this clause;
- not to transfer the data to third parties without the written permission of the other Parties.

In addition, personal data necessary to implement existing agreements may be shared:

- with the suppliers that the Parties use in the development and management of the activities provided for in the Agreement
- with Auditors who can carry out audit activities
- with possible co-funders (institutions such as Italian Ministries, donors who have made donations, courts and families of those who have made legacies).

It is understood that information related to the fellow's project is published on the AIRC and FGB websites and will be shared with partners of the International Cancer Research Partnership (ICRP).

The researcher's identification and activity data may be shared, with his/her consent, with AIRC or FGB officers for the involvement in institutional activities and fundraising campaigns.

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 of any of the following: variation in its status that may affect its eligibility to comply with its obligations, as detailed in point 7 in 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 exclusively 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 Call for fellowship applications. Moreover, 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 per la ricerca sul cancro ETS
Milan, (date: day – month – year)
Institutional Authorized Official: (full name), Chairman
Signature and Stamp:

Fondazione Gianni Bonadonna
Milan, (date: day – month – year)
Institutional Authorized Official: (full name and title)
Signature and Stamp:

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