



## EUROPEAN ORTHODONTIC SOCIETY RESEARCH GRANTS

### TERMS AND CONDITIONS OF GRANT AWARDS

The European Orthodontic Society (EOS) awards grants for research on the causes of malocclusion and treatments in orthodontics. The focus is on materials, biomechanics, craniofacial biology and development and clinical trials.

#### DEFINITIONS AND ABBREVIATIONS:

- **Agreement:** The agreement defined in the present document unless represented as “Grant Agreement”, defined elsewhere in the section entitled Definitions and Abbreviations
- **EOS:** The European Orthodontic Society
- **Grant:** Financial award of funds for research.
- **Grant Agreement:** The agreement defined by the document entitled ‘Terms and Condition of Grant Awards’.
- **Grantee:** The grant recipient of the EOS award. The individual whose name appears as Applicant for the EOS Award.
- **Grantee Institution:** The college, university, organization or institution to which the Grant is awarded is granted.
- **Official Written Correspondence:** Written or electronically delivered communications reasonably understood to have originated from an identifiable individual representing either the Grantee, Grantee Institution, EOS, or their agents. Such communications may be by written letter delivered through the postal system, or electronic representations of such communications provided as images bearing a facsimile of the sender’s signature.
- **Applicant:** The individual designated as the lead researcher whose name appears as Applicant for the EOS Award on the Grant Application. This person shall also serve as the primary contact for all communications regarding the EOS award.

- **Research Misconduct:** An act of falsification, fabrication, or plagiarism of data or results or the omission of material data or results.

## **TERMS OF FUNDING**

### **[1] Funding Restrictions**

The EOS will fund grants for research at non-profit organizations or institutions only. Each Grantee Institution must submit evidence of its tax-exempt status to the EOS prior to the distribution of any Grant including but not limited to, a tax determination from the Internal Revenue Service.

*For foreign institutions:*

Each Grantee Institution must submit evidence of its tax exempt status to EOS prior to the distribution of any Grant, including but not limited to, a determination of tax-exempt or non-profit status from their home country of origin.

Funds shall be awarded to the Grantee Institution and not to individual Applicants. All Grants must be used exclusively for research and research equipment not for overhead, capital expenditures, administrative costs or other peripheral costs, except as set forth below. The EOS, at its discretion, may make an exception for costs associated with attendance at courses related to the research.

The EOS Grant may pay for all or a portion of the salary of laboratory assistants and/or technicians and support staff provided the salary request is justified in the Grant application and is in accordance with rules specified in the application guidelines. This will be considered by the committee but the EOS will not fund the salary of the applicant.

Acceptance of these terms and conditions shall constitute an affirmation that the Applicant is of the professional rank or status required by the application guidelines.

### **[2] Discontinuation of Grant Funding**

Although EOS has committed grant funds for the stated term of the Grant, it reserves the right to terminate the Grant at any time prior to the end of the Grant term in the event that the work performed is in breach of any of the terms and obligations stated herein. In the event of termination, no further Grant payment will be made and the Grantee Institution shall be required to return any Grant funds that have been advanced.

Either party may terminate the Grant Agreement upon thirty (30) days prior written notice to the other party. If terminated by the EOS, then the EOS is entitled to full repayment of all costs and non-cancellable commitments incurred as of the effective date of the termination. Non-cancellable commitments include, but are not limited to,

all costs associated with expenditures such as a graduate student's appointment within a given academic year.

Discontinuation of Grant Funding due to Research Misconduct or other malfeasance shall be treated as a special circumstance as described in separate sections of this document.

### **[3] Research Misconduct**

The Grantee Institution identified in the Grant Agreement shall have in place adequate controls and systems for assuring the quality and integrity of research carried out under the supervision of the Applicant so that Research Misconduct shall be prevented, and if not prevented, the conduct shall be detected and terminated forthwith. The Grantee Institution shall have effective mechanisms for identifying Research Misconduct and shall have clearly publicized rules and procedures for investigating allegations of Research Misconduct.

The EOS holds both material and intangible interests in all research conducted by scientists to whom the EOS has provided current or previous Grants. In the event that the Applicant, research team, or staff is found to be guilty of Research Misconduct by the Grantee Institution, the EOS holds the right to terminate funding of any current Grant to that Applicant, research team, or staff member. Termination of the award may be initiated regardless of whether the perpetrator of the misconduct was the named Applicant or any person under the supervision of the Applicant, including but not limited to students, trainees and employees. Termination of funding may be initiated if the perpetrator of the misconduct is a collaborator or person under the supervision of a collaborator named on the EOS proposal only if the Research Misconduct is directly related to the EOS Grant.

Termination of the Grant Agreement due to Research Misconduct shall require the return of all Grant funds advanced to the Grantee Institution in the name of the Applicant. In the event of termination for the reasons set forth above, the Applicant and Grantee Institution shall be required to reimburse the EOS for all reasonable costs incurred by EOS in obtaining the return of the Grant award funds, including but not limited to, reasonable attorney's fees, except as prohibited by applicable state law.

The interest of the EOS in any Grant awarded shall be understood to persist indefinitely following the expiration of the Grant. Should Research Misconduct be proven in relation to any prior EOS Grant, the EOS shall have the right in its discretion the right to demand the return of all funds advanced to the Grantee Institution under the Grant and the reimbursement of all reasonable costs incurred by EOS in obtaining the return of the Grant award funds, including but not limited to, reasonable attorney's fees, except as prohibited by applicable state law.

The EOS may, at its discretion, decline the application or, prohibit any investigator found to have been guilty of Research Misconduct from seeking future Grant funding from the EOS.

#### **[4] Overlapping Grant Awards**

The EOS awards funds with the express understanding that the EOS is the exclusive financial supporter of the research project for which Grant monies were requested. EOS does not allow EOS Grant funds to be used for research projects funded, in whole or in part by another source without express written permission. Failure to report the receipt of overlapping grant funds shall require the return of all monies awarded by the EOS to the Grantee Institution in the name of the Applicant. In the event of termination for the reasons set forth in this Section, the Applicant and Grantee Institution shall be required to reimburse the EOS for all reasonable costs incurred by the EOS in obtaining the return of the Grant award funds, including but not limited to, reasonable attorney's fees, except as prohibited by applicable state law.

#### **[5] Use of Human Subjects or Vertebrate Animals for Research**

If the proposed research will involve the use of human or vertebrate animal subjects, a signed release from the appropriate committee of the Grantee Institution must be provided to EOS to demonstrate approval of the proposed research protocol(s) before Grant funds are released.

#### **[6] Indemnity**

The Applicant and Grantee Institution agree to indemnify the EOS, its officers, directors, employees, agents and successors from any loss, liability, damage, cost or expense including reasonable attorneys' and accountants' fees arising out of, or connected in any way with any claims made against it due to activities involving the Applicant or Grantee Institution's use, planned use, and/or proposed use, at any time, of human subjects, whether alive or dead, including but not limited to clinical trials, basic scientific experimentation or personal injury, bodily injury, and property damage and diagnostic trials, as well as for the breach of any of the representations, warranties, covenants and other agreements made pursuant to this Grant Agreement, except as prohibited by applicable state law.

#### **[7] Public Education**

Acceptance of this Grant shall be deemed consent of the Applicant and the Grantee Institution to the publication of information, including the title of the project, the name and institutional affiliation of the Applicant, the amount of the award and the non-technical project summary. Therefore, the non-technical description should not contain confidential information.

#### **[8] Confidentiality**

Any information provided by the Grantee Institution and the Applicant during the grant application process that is explicitly marked non-confidential shall be considered the property of the EOS and shall be used by the EOS for purposes of public education or marketing without further consultation with the Applicant or Grantee Institution. Should EOS make substantive changes to these materials, the

Applicant shall have the right to request permission to review and edit any new version of the document.

The Applicant and Grantee Institution expressly releases the EOS and their agents, officers, directors, employees, licensees and assigns from any and all claims which the Applicant and Grantee Institution have or may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast, or exhibition of any information provided during the grant application process that is explicitly marked non-confidential.

#### **[9] Publications**

The applicant should submit at least one paper related to the subject of the funded research project to the European Journal of Orthodontics. All publications resulting from research sponsored by EOS Grants shall give the credit in the Acknowledgements.

#### **[10] Renewals**

All requests for renewal of EOS support should be made by submission of a new application.

### **ADMINISTRATIVE REQUIREMENTS**

#### **[11] Budget Revisions and Extensions of Grant Period**

The transfer of more than £5,000 from one budget category to another requires written approval from the EOS. Requests for such transfers must be made through Official Written Correspondence.

In the event that there is more than 15% of the total grant award remaining in the Grant account at the end of the Grant period, the Grantee Institution or Applicant may request permission to extend the grant period for a period not exceeding one year with no increase in funding. Requests for such “No Cost Extensions” must be made through Official Written Correspondence.

#### **[12] Transfer of Grants**

In the event the Applicant transfers to another university or research facility and wishes to transfer the Grant and equipment purchased with funds from the Grant, he/she must submit a formal request through Official Written Correspondence to the EOS Research Grants committee for approval to pursue such a change. The new Grantee Institution shall be required to comply with the requirement set forth in this Grant Agreement and become a party to the amended Grant Agreement. The Applicant shall not use Grant funds for any costs related to such transfer.

### **[13] Schedule of Payments**

With the impact of world events it has become apparent that research may be difficult to initiate. A proposed schedule is detailed which it would be hoped the researchers could engage with. Any variation from this schedule must be notified to the EOS office as soon as identified together with the supportive mitigating circumstances.

There will be an initial release of funds to the level of forty per cent of the value of the grant, 3 months from signing of these grant conditions. A further release of forty per cent of funds will be at a point halfway through the project.

At both of these stages a report will not be required but an institution invoice with payment details will be mandatory.

The full release of funds should be undertaken within 3 months of the completion of the grant period but will require a report of no more than 1000 words (4 pages of A4).

A publication will not be required at this stage but any future applications for funding will consider research outputs from previous grants.

Failure to provide the report in the appropriate time scale will result in the funds being released for further research projects.

### **[14] Financial Reports**

The EOS requires a certified financial report for each year of the Grant. The reports shall be prepared using the forms provided by the EOS on its website and submitted within two months after the end of the grant period. This report must be signed by the Applicant and a representative of the Grantee Institution and must show that Grant funds were used in accordance with the approved budget.

Delinquent reports will result in delays of scheduled award payments or, at the sole discretion of the EOS, termination of the Grant.

The EOS shall have the right to decline to review future funding proposals made by any Applicant who fails to submit the Final Financial Report required of a prior EOS Grant until such reports are submitted to the EOS.

### **[15] Scientific Progress Reports**

If the Grant is for a period exceeding of one year, the Applicant must submit an Interim Scientific Progress Report detailing progress made towards the specific aims of the Grant. This report shall be signed by the Applicant and must be submitted within two months of the end of the grant period.

Delinquent reports will result in delays of scheduled Grant payments or, at the sole discretion of the EOS, termination of the Grant.

For all Grants, a Final Scientific Progress Report must be submitted within two months of the end of the Grant period. This report should be made in lieu of the Interim Scientific Progress Report in the final year of the award. This report must be signed by the Applicant.

The EOS will provide forms for submission of the progress reports. Reprints of subsequent publications acknowledging support of EOS should be submitted, as they become available.

The EOS holds the right to decline to review future funding proposals made by any Applicant who fails to submit the Final Scientific Progress Report required of a prior EOS Grant award until such reports are submitted to the EOS.

The Applicant will be contacted after the expiration of the award. At this time the Applicant will be asked to respond to a brief inquiry regarding any publications or other reportable outcomes that may have arisen from EOS support.

**[16] Document Retention**

The Grantee shall retain copies of all Official Written Correspondence related to the EOS Grant for a period of 3 years following expiration of the award.

The EOS, in some circumstances, accepts electronic or other facsimile copies of written letters. However, it does so only with the understanding that the original document remains in the possession of the sender of the correspondence and that the original document will be made available upon request by the EOS.

Research data and notebooks shall be maintained by the Applicant or Grantee Institution in perpetuity.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**EUROPEAN ORTHODONTIC SOCIETY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

**Applicant**

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

**Grantee Institutional Official**

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title: