

DYSTONIA
MEDICAL
RESEARCH
FOUNDATION
CANADA



FONDATION DE
RECHERCHE
MÉDICALE SUR LA
DYSTONIE
CANADA

*serving all dystonia-affected persons
déservant toutes personnes atteintes de dystonie*

DMRF Canada Clinical Fellowship Training Program Terms and Conditions

The DMRF Canada Clinical Fellowship award is conditional upon, strict compliance with the following terms and conditions (the “Terms and Conditions”) which the applicant shall be deemed to have accepted upon submission to DMRF Canada of an application to participate in the Program.

Failure to comply with these Terms and Conditions may result, in addition to any other remedies DMRF Canada may have at law, in the termination of the research grant or training award granted under the Program and exclusion of the applicant from future grant and fellowship award competitions.

a. No Similar Funding

Research Grants are awarded on the condition that the Recipient receives no funds from any third party during the term of the award that would duplicate the purpose of the Grant. For additional funds received prior to the expiry of the award term, the Recipient will be required to reimburse the to the extent of the overlapping amount.

b. Payment of Awards

Funds are paid out in annual instalments, starting on July 1st, 2019. Funds for all awards from DMRF Canada are directed to the appropriate Funds Administrator of the host university or institution concerned.

c. Closing of Awards

If for any reason the fellowship cannot be continued within the agreed upon time, the funding awarded under the Program will be closed. Any funds remaining will be frozen and cannot be put to any use whatsoever. Such funds are to be immediately returned to DMRF Canada unless the successful applicant is given prior written permission by DMRF Canada to use such funds to complete the applicant's project.

d. Prolonged Absence from Work

The Fellow shall immediately notify DMRF Canada of any illness or other cause necessitating the absence of the applicant from work exceeding ninety successive days. Continuation of the award will be at the discretion of DMRF Canada.

e. Responsibility of Supervisor

It is anticipated that a Supervisor, in their agreement to take on the responsibility of supervising a fellow, agrees to act as supervisor for the entire duration of the project. In the event of extenuating circumstances where a supervisor cannot fulfill their obligation to the student and DMRF Canada to complete the terms of the award, the Supervisor must notify DMRF Canada immediately in writing with a clear explanation of the reason for the change.

f. Transfer of Award

A successful applicant who has received an award under the Program may not change projects or institutions and further, may not transfer the award, in any case whatsoever, without the prior written consent of DMRF Canada. Such change or transfer may be granted at the discretion of DMRF Canada.

g. No Binding Commitment

Nothing in these Terms and Conditions shall be deemed to obligate DMRF Canada to award funds to an applicant. The decision to accept or reject an applicant's application for a Fellowship award vests solely with the Fellowship Review Committee acting in its sole discretion.

h. Financial Gain

DMRF Canada will not approve applications that involve any element of financial profit from the granted funds to an applicant, or any other individual named on the Program face sheet submitted by the applicant to DMRF Canada, including the applicant's collaborators and/or key personnel.

i. Communication

The public relations departments of an Approved Institution will promptly be informed of any successful application and may publicize notice of receipt of an award under the Program. DMRF Canada should receive copies of all press announcements prior to publication where possible. All written or presentation references to this Fellowship should include acknowledgement of the support provided by DMRF Canada.

j. Limitation of Liability

In no event shall DMRF Canada be liable to the applicant, an Approved Institution or any other person or entity for costs, damages, losses or injuries arising for any reason including, without limitation, claims based in tort, contract or other legal theory. For greater certainty, DMRF Canada shall not be liable for any direct, special, consequential, incidental, punitive or indirect damages, however caused.

k. Indemnification The successful applicant and the Approved Institution (the "Indemnifiers") will be responsible for all risk and liability related to the training of, or

work performed by, the applicant and the use of the funds awarded under the Program and shall take all necessary measures to avoid any losses or damages to DMRF Canada. The Indemnifiers will defend, fully indemnify and hold harmless DMRF Canada, its successors, assigns, directors, officers and employees from and against any and all claims, demands, suits, actions, causes of action and/or liability, of any kind, whatsoever, including losses, however caused, resulting from: (i) negligent acts or omissions arising in connection with the training of, or work performed by, the applicant; (ii) the use of the funds awarded under the Program; and (iii) any and all breaches by the Indemnifiers of these Terms and Conditions.

I. No Partnership

The acceptance or deemed acceptance by DMRF Canada, the applicant and the Approved Institution shall not create any agency, partnership, joint venture or employment relationship between the parties and neither of the parties shall have the power to obligate or bind the other party.

m. Governing Law These Terms and Conditions shall be construed pursuant to the laws of the Province of Ontario and the laws of Canada applicable therein.

TERMS AND CONDITIONS

By signing this form, I certify that I have read and reviewed the Terms and Conditions listed herein. I understand that failure to comply with the Terms and Conditions may result, in addition to any other remedies DMRF Canada may have at law, in termination of the Program and exclusion of the applicant from future grant and fellowship award competitions.

Signature of Applicant Date