

FDI World Dental Development Fund

General terms and conditions

All applicants must read and understand the terms and conditions stated below. By signing the application form, you are agreeing to the following:

ARTICLE 1 - LIABILITY

- 1.1. The Fund will not, under any circumstances or for any reason whatsoever, be held liable in the event of complaints deriving from the agreement concerning damage or injury sustained by the staff or property of the Beneficiary while the operation is being carried out.
- 1.2. The Beneficiary shall assume sole liability towards third parties, including for damage of any kind caused to them by the operation.

ARTICLE 2 - CONFLICT OF INTEREST

The Beneficiary undertakes to take all necessary precautions against the risk of any conflict of interest and to inform the Fund immediately of any situation that constitutes or is likely to give rise to a conflict of interest.

ARTICLE 3 - TERMINATION OF THE AGREEMENT

- 3.1. The Beneficiary may terminate the agreement at any time by serving two months' formal written notice, without being required to pay compensation. In this event, the Beneficiary shall be entitled to payment of the grant only for the part of the operation carried out.
- 3.2. The Fund may terminate the agreement should the Beneficiary, for no valid or technical reason, fail to honour the obligations under the agreement.

In that event, the Fund shall pay only the costs actually borne by the Beneficiary at the time of termination.

- 3.3. The Fund may terminate the agreement, without giving notice and without paying compensation of any kind, where the Beneficiary:
 - is declared bankrupt, is wound up or is the subject of any similar proceeding;
 - fails to comply with the provisions of these "General Terms and Conditions";
 - makes false or incomplete statements to obtain the grant provided for in the agreement.

In that event, the Fund may demand full or partial repayment of amounts already paid under the agreement.

- 3.4. Termination of the agreement for financial irregularities shall be without prejudice to the application of other measures.

ARTICLE 4 - CONFIDENTIALITY

The Fund and the Beneficiary undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence whose disclosure could harm the other party.

ARTICLE 5 - PUBLICITY

- 5.1. Unless the Fund requests otherwise, any notice or publication by the Beneficiary about the operation, including at a conference or seminar, must specify that the action has received funding from the FDI World Dental Development Fund.

Any notice or publication by the Beneficiary, in whatever form and by whatever medium, including the internet, must specify that it reflects the author's views and that the Fund is not liable for any use that may be made of the information contained in that notice or publication.

- 5.2. The Fund will have the right to publish, in whatever form and by whatever medium, including the Internet, information about the grant and the project. Articles, reports and information resulting from the Project shall be submitted to FDI for possible publication in an FDI publication. Publication elsewhere may only happen with FDI's explicit approval.

ARTICLE 6 - OWNERSHIP/USE OF RESULTS

- 6.1. Unless provided otherwise in the agreement or its annexes, ownership, title and industrial and intellectual property rights in the results of the operation and the reports and other documents relating to it shall vest in the Beneficiary.
- 6.2. Notwithstanding the provisions of the first paragraph, the Beneficiary grants the Fund the right to use freely and as it sees fit the results deriving from the project, subject to any confidentiality arrangements agreed between them and the industrial and intellectual property rights already existing.

ARTICLE 7 - EVALUATION OF THE OPERATION

Where the Fund undertakes an interim or ex post evaluation, the Beneficiary undertakes to provide it and/or the persons designated by it any document or information which will assist with this evaluation.