

## Annex 1

# FDI World Dental Development Fund

## General terms and conditions

The General terms and conditions are an integral part of the Agreement signed between FDI and the Implementing Organization and are annexed to the Agreement:

### ARTICLE 1 - LIABILITY

- 1.1. FDI 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 organization 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 Implementing Organization undertakes to take all necessary precautions against the risk of any conflict of interest and to inform FDI 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 Implementing Organization may terminate the agreement at any time by serving two months' formal written notice, without being required to pay compensation. In this event, the Implementing Organization shall be entitled to payment of the grant only for the part of the operation carried out.
- 3.2. FDI may terminate the agreement should the Implementing Organization, for no valid or technical reason, fail to honour the obligations under the agreement.

In that event, FDI shall pay only the costs actually borne by the Implementing Organization at the time of termination.

- 3.3. FDI may terminate the agreement, without giving notice and without paying compensation of any kind, where the Implementing Organization:
  - is declared bankrupt, is wound up or is the subject of any similar proceeding.
  - makes false or incomplete statements to obtain the grant provided for in the agreement. In that event, FDI may demand full or partial repayment of amounts already paid under the agreement.

#### **ARTICLE 4 - CONFIDENTIALITY**

FDI and the Implementing Organization commit to preserving the confidentiality of any document, information, or other material communicated to them in confidence, the disclosure of which could harm the other party, unless it is already in the public domain.

#### **ARTICLE 5 - PUBLICATIONS / ACKNOWLEDGEMENTS**

- 5.1. Unless requested otherwise by FDI, any notice or publication by the Implementing Organization regarding the project, including presentations at conferences or seminars, must specify that it is funded by the FDI World Dental Development Fund.

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

- 5.2. FDI reserves 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 must be submitted to FDI for potential publication in FDI publications. Publication elsewhere may only happen with FDI's explicit approval.

#### **ARTICLE 6 – INTELLECTUAL PROPERTY**

- 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 Implementing Organization.
- 6.2. Notwithstanding the provisions of article 6.1, the Implementing Organization grants FDI the right to freely use the results derived from the project as it sees fit, subject to any agreed-upon confidentiality arrangements and any pre-existing industrial and intellectual property rights.

#### **ARTICLE 7 - EVALUATION AND MONITORING**

The Implementing Organization must put an evaluation and monitoring mechanism in place and report to FDI according to the terms of the Agreement.