



Education & Research Foundation

## **Ivoclar Vivadent/ International College of Prosthodontists Research Fellowship in Dental Restorative Material Policies and Guidelines**

Ivoclar and ICP wish to establish and sponsor a one-year research fellowship program on dental restorative material (the “Fellowship”) which will be awarded to one qualified individual with the intent being that such a Fellowship will combine financial support with mentorship of the recipient by a world-class researcher/mentor, with the potential for life-long impact for the student, the mentor, the discipline of prosthodontics and patients. This unique collaboration between an international global prosthodontic organization and a leading dental materials innovator and manufacturer can provide leadership, support, and knowledge to help this Fellowship to make a positive impact in the advancement of dental health care.

The Parties agree to the following regarding the **Ivoclar Vivadent/ International College of Prosthodontists Research Fellowship in Dental Restorative Material Fellowship**:

1. The Fellowship will be officially named: Ivoclar Vivadent/ International College of Prosthodontists Research Fellowship in Dental Restorative Material
2. The sponsors of the Fellowship will be: Ivoclar Vivadent, Inc., The International College of Prosthodontists, and The International College of Prosthodontic Education & Research Foundation. Whereas the International College of Prosthodontists, and The International College of Prosthodontic Education & Research Foundation will be referred to as the “ICP” in this agreement.
3. The Fellowship will have a one-year term beginning in 2016.
4. The Fellowship will provide a financial award that includes a \$40,000 USD award that will be distributed over the one-year period of the Fellowship: \$30,000 USD of which being paid to the Fellowship recipient as a stipend, and \$10,000 USD being provided to cover materials and travel costs to attend the 2017 Biennial Meeting and other locations, as determined by the ICP.

5. Funding will commence in July 2016. Distribution of funds will be determined by the ICP.
6. The Fellowship selection process will strive to identify an exceptional individual from one of the international advanced prosthodontic educational institutes who has a passion for dental research and is willing to dedicate themselves to provide meaningful research focused on dental restorative materials and techniques.
7. A Fellowship applicant must have received an advanced prosthodontic education from an acceptable prosthodontic education program as determined by the ICP.
8. Current residents in the last year of their program are also eligible.
9. A selection committee will be established for evaluating candidates for the Fellow and Mentor.
10. The research Topic selected by the Fellowship candidate will be a major factor in selecting the Fellowship recipient.
11. The Fellowship recipient shall be free to publish and present the results and data from the research supported by the Fellowship according to the following guidelines:
  - a. The manuscript or abstract proposed to be published or presented shall be submitted to the Ivoclar/ICP Committee for review and comment at least 45 days prior to submission for publication or presentation. Ivoclar may request removal of any Confidential Information provided by Ivoclar. Fellowship recipient shall remove any matter deemed confidential by the Ivoclar or the ICP
  - b. Any such publication or presentation shall acknowledge, as appropriate, the contribution of Ivoclar and the ICP.
12. If a qualified Fellowship recipient is not identified, or a Fellowship recipient does not complete the one-year Fellowship, the financial contribution, or a portion thereof that is unused will be returned to Ivoclar and ICP, or will be held in trust by ICP until a qualified Fellowship candidate can be selected as determined by Ivoclar/ICP.
13. If the Fellowship is terminated or stopped prior to completion of the full one-year period due to the inability of the Fellowship recipient being able to complete the Fellowship, any portion of the Fellowship funds provided by Ivoclar/ICP will be returned to Ivoclar/ICP or utilized as determined by Ivoclar/ICP.
14. The Fellow and Mentor travel will be sponsored and recognized at the 2017 ICP biennial scientific meeting, enabling the Fellowship recipient the opportunity to present their research result.
15. During the term of this Agreement, Ivoclar hereby grants to ICP, as administrator of the Ivoclar Vivadent/ International College of Prosthodontists Research Fellowship in Dental Restorative Material Fellowship, a non-transferable and non-assignable right to use the specific Ivoclar trademarks and logos as indicated directly by Ivoclar in the future. The use of any Ivoclar trademarks or logos are to be used solely in advertisements run by ICP to promote the Fellowship, and only after written approval by Ivoclar. Ivoclar shall have the right to approve, in advance, the copy, form, and placement of each proposed advertisement incorporating Ivoclar's trademarks

and/or logos. Ivoclar does not grant any other rights to its trademarks or other intellectual property.

16. Ivoclar and ICP agree that nothing contained in this Agreement shall be construed to place them in the relationship of partners or joint ventures, or to give the participating Parties the power or authority to obligate or bind the other Party in any manner whatsoever.
17. Ivoclar and the ICP has no other responsibilities or liabilities to the Fellowship program, the Fellow or Mentor, unless they are expressly recited in this Agreement. The Fellow and Mentor agree, at its sole expense, to defend, indemnify and hold harmless Ivoclar, the ICP and their affiliates, affiliated entities, trustees, officers, directors, employees, agents, and consultants (the "Indemnified Parties") from and against any and all liability, actions, claims, suits, losses, damages, costs, fees, and expenses (including reasonable attorneys' fees and litigation costs) suffered or incurred thereby (the "Liabilities"), resulting from or arising out of acts by the Fellow or Mentor in executing this Agreement. The Fellow or Mentor will reimburse Ivoclar and the ICP for all of its Liabilities covered by this Section; provided that the Indemnified Parties give the Fellow or Mentor prompt written notice of any alleged claim covered by this indemnity, and the Indemnified Parties give their full help and cooperation as requested by the Fellow or Mentor for the defense of any such claim.
18. IN NO EVENT SHALL IVOCLAR, THE ICP OR ANY OF ITS AFFILIATES, INCLUDING THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY LOSS, CLAIM, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES (INCLUDING LOST PROFITS, REVENUE, DATA OR USE), OR LIABILITY TO FELLOW, MENTOR OR ANY OF THEIR AFFILIATES OR ANY OTHER PERSON OR ENTITY REGARDLESS OF LEGAL THEORY. THE ABOVE LIMITATIONS ON LIABILITY APPLY EVEN THOUGH SUCH PARTY, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
19. Amendment; Waiver. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless set forth in a written instrument signed by the Party to be charged.
20. Notice. All notices, requests, demands and other communications hereunder, unless otherwise specified, shall be in writing and mailed by registered letter, return receipt requested, postage pre-paid, to the addresses set forth below, or to such other address as may be designated in writing by either party:

International College of Prosthodontists (ICP)  
4425 Cass Street, Suite A  
San Diego, CA 92109