

## TERMS AND CONDITIONS: RESEARCH GRANTS

### **Please note that these terms and conditions are non-negotiable**

Any offer of a Research Grant from the Trust is subject to the following Terms and Conditions. By accepting the award of any grant offered by the Trust, the Grant Holder agrees to be bound by these terms and conditions, and also agrees that in the event of a breach of the terms, the Trust will be entitled to withdraw the grant and to repayment of any unused portion of the sums awarded under the grant. Where appropriate, the Trust will require the Grant Holder to enter into a formal Grant Deed containing these provisions.

### **1. Definitions**

For the purposes of the Trust's Grant Making Policy and its Terms and Conditions for Research Grants:

- (a) 'Research Grant' means any grant which is provided to support research projects or training programmes designed to develop research capacity;
- (b) 'Grant' means the grant described in the Grant Offer Letter made by the Trust to the Grant Holder for the purposes of the Grant Project;
- (c) 'the Grant Holder' means the Principal Investigator and the Organisation jointly;
- (d) 'the Grant Project' means the purpose and/or activities for which the Grant is made as set out in the Grant Offer Letter and which is to be led by the Principal Investigator;
- (e) 'the Organisation' means the body named in the Grant Offer Letter as the body responsible for administering the grant;

- (f) 'The Trust' refers to The Dunhill Medical Trust (a charitable company limited by guarantee registered in England company number 07472301; charity number 1140372);
- (g) 'Grant Offer Letter' means the letter from the Trust to the Grant Holder specifying the amount of the Grant and the terms and conditions that apply to the Grant;
- (h) 'Principal Investigator' means the individual named in the Grant Offer Letter as being responsible for leading and having the main intellectual input into and ownership of the Grant Project;
- (i) 'Co-Investigator' means an individual who will have intellectual input into, and part ownership of the research and who will be actively involved in the Grant Project;
- (j) 'Collaborator' means an individual named in the grant application who will supply technical advice or other resources but who will not be involved in the day-to-day execution of the Grant Project.

## 2. Information requirements

Before any grant offer can be made, the Grant Holder will provide the following information to the Trust which must be confirmed in writing by an authorised member of the Organisation's controlling body:

- (a) the role of the Principal Investigator, the way in which the Principal Investigator intends to use the Grant and his/her capacity to use the Grant effectively for its intended purpose;
- (b) adequate information regarding its identity and financial status and of the status of the Principal Investigator;
- (c) adequate evidence that the appropriate infrastructure and resources will be made available to the Principal Investigator for the purposes of the Grant Project.

It is for the Trust at its absolute discretion to determine whether the information provided under this grant condition is adequate to justify the issuing of a Grant Offer Letter.

## 3. Responsibility for and use of grant

- (a) The Grant Holder confirms that the Grant will be used only for the purposes of the Grant Project as defined in the application.
- (b) The Grant Holder accepts that the Trust will, in deciding whether or not to offer a grant, apply only the Trust's own criteria under the

Trust's constitution, and the offer and award of a grant does not imply any other judgement or representation by the Trust as to the nature, effect or risks of the Grant Project. Similarly, no opinion or suggestion expressed by the Trust or Trustees in relation to the Grant Project will be treated as advice or relied on as such by the Grant Holder.

- (c) The offer or award of a grant for purposes which consist of or include the payment of any salary in connection with, or in support of, the Grant Project does not imply that the Trust takes upon itself any of the responsibilities of an employer or is to be regarded as such.

Accordingly the Organisation:

- i. undertakes full responsibility for the Grant Project and for the employment of any person in connection with the project (including ensuring that such persons are issued with a contract of employment that is in compliance with relevant laws and regulations).
  - ii. undertakes full responsibility for ensuring the Grant Project is operated in a competent and safe manner and that any person or patient who participates in, is treated under, or is the subject of a Grant Project, is properly advised and forewarned of any risk to health; and
  - iii. agrees and accepts that the Trust has no responsibility for any payment made to persons employed on the Grant Project (including the Principal Investigator). For example, no payments made during maternity leave, or periods of sick leave, holiday or similar will be reimbursed by the Trust.
- (d) At all times during the course of the Grant Project, the Grant Holder will maintain adequate insurance, including but without limitation for fire, theft and mechanical breakdown in respect of:
- i. any equipment and facilities purchased and/or operated with the benefit of the Grant;
  - ii. any risk or injury to health which occurs by reason of the Grant Project whether to the its servants, agents, volunteers or employees or any other person or party including in particular any subject or patient of the Grant Project.

- (e) Equipment funded by the Grant is awarded to the Grant Holder specifically for the purpose stated in the application. Written permission from the Trust must be obtained to use the equipment for any other purpose (including to charge, hire, lend or dispose of it).

## **4. Administration**

### **4.1 Activation of the grant**

The Grant must be activated within 12 months of the date of the Grant Offer Letter. Only in exceptional circumstances will the Trust consider deferring the Grant beyond 12 months.

### **4.2**

#### **Payment of the grant**

- (a) The maximum amount that will be reimbursed is specified in the Grant Offer Letter.
- (b) No grant monies will be released until all conditions stated in the Grant Offer Letter have been fully met and the timetable for the grant agreed.
- (c) Reimbursement of grant monies will be paid quarterly on receipt of a completed financial statement form from the Organisation which demonstrates appropriate expenditure in line with the costs awarded. Invoices will not be accepted as evidence of appropriate expenditure.
- (d) At the end of the Grant (as identified in the timetable that will be agreed between the Trust and the Grant Holder as part of the process of activating the Grant), the final payment of the grant will be retained pending receipt of a satisfactory final scientific report from the Grant Holder.
- (e) An End of Grant financial statement will be expected to be submitted within 6 months of the end of the Grant. Any expenditure incurred by the Grant Holder or request for reimbursement outside this period will not be accepted by the Trust.

- (f) Any expenditure incurred by the Grant Holder over and above the Grant awarded will not be reimbursed by the Trust.
- (g) In the event that the Grant Holder completes the Grant Project without spending the full amount of the Grant awarded, the Trust will not be obliged to make any further payments to the Grant Holder in respect of the Grant.

#### **4.3 Payment of costs to UK Co-Investigators and Collaborators in different institutions and non-UK Co-Investigators and Collaborators**

Where the research involves UK Co-investigators or Collaborators, the responsibility lies with the Organisation for any costs included in the Grant which are payable to the UK Co-Investigator's or Collaborator's institution.

Where the research involves non-UK Co-Investigators or Collaborators, the responsibility lies with the Grant Holder for any non-staff costs included in the Grant which are payable to the non-UK Co-Investigator's or Collaborator's institution.

The Trust will not provide funds to support research staff outside the UK.

#### **5. Alteration to the Grant Project and/or change of status of Grant Holder**

- (a) In the event of any significant alteration to the Grant Project (including to the project timetable):
  - i. the Grant Holder will inform the Trust as soon as reasonably practicable and submit any request to alter the Grant Project in writing;
  - ii. at the Trust's discretion, the Grant may either be withdrawn or varied;
  - iii. any letter or electronic communication agreeing to such variation shall constitute an amendment to the Grant Offer Letter;
  - iv. in appropriate circumstances the Grant Holder may be required to resubmit a new application to justify the continuation of the Grant.

- (b) The Grant Holder must inform the Trust without delay of any change of status of the Organisation or the Principal Investigator which may affect their ability to comply with these Terms and Conditions.

## **6. Transfer of the Grant**

- (a) The Grant Holder must notify the Trust if the Principal Investigator intends to transfer to another organisation and whether the Principal Investigator wishes to transfer the Grant with him/her. If the new organisation is eligible to hold research grants, and is able to provide a suitable environment to enable the project to be successfully completed, the Trust will normally be prepared to agree to the Grant being transferred to the new organisation. Written agreement to the transfer is required from both the Grant Holder and the new organisation and the new organisation will be required to confirm in writing that it is prepared to act as the host organisation for the Grant Project.
- (b) The Trust will require written assurance that satisfactory arrangements have been agreed that will enable the project to be undertaken, or to continue in line with the original proposal for which the Grant was provided. If such arrangements cannot be agreed, the Grant may be withdrawn at the Trust's discretion.

## **7. Change of Principal Investigator**

- (a) In the event that it is proposed to change the Principal Investigator (e.g. for reasons of retirement), the Grant Holder must consult the Trust with regard to an appropriate replacement Principal Investigator. The Grant Holder may nominate a replacement but will be required to provide adequate evidence that he/she meets the eligibility criteria for the Principal Investigator and has the relevant expertise and experience to lead the Grant Project to a successful conclusion, in line with the original research protocol.
- (b) In such circumstances, the Trust may decide to seek independent opinion from external referees with regard to the suitability of any nominated replacement Principal Investigator.
- (c) The Trust reserves the right either to renew the Grant with the nominated replacement as Principal Investigator, or may withdraw the Grant and require the Organisation to repay that proportion of the Grant already received from the Trust.

## 8. Research Governance

### 8.1 Research sponsorship

- (a) In relation to any Grant Project which falls within the terms of the NHS Research Governance Framework<sup>1</sup>, the Grant Holder undertakes to comply with the requirements for a formally approved and explicitly stated research sponsor to be identified in the case of research using human participants, their organs, tissue or data.
- (b) Prior to commencement of any Grant Project, the Grant Holder must provide evidence that the Organisation will act (or, alternatively, that another recognised research organisation has agreed to act) as nominated research sponsor for the Grant Project and has agreed to accept full responsibility for its proper management.
- (c) Where any Grant Project does not fall within the terms of the NHS Research Governance Framework, the Grant Holder must confirm this in writing when the Grant Offer Letter is issued.

### 8.2 Research fraud and misconduct

- (a) The Grant Holder is required to have in place systems to ensure that research is conducted according to best practice and meets the highest standards of rigour and integrity as set out in the Concordat to Support Research Integrity<sup>2</sup> (in line with Association of Medical Research Charities [AMRC] guidance for funders). This includes having appropriate procedures in place for the reporting and investigation of research fraud and misconduct.
- (b) In the event of an allegation of research misconduct arising with respect to a researcher supported by the Grant, the Grant Holder must inform the Trust immediately in writing and notify the Trust of the outcome of any investigation.
- (c) In cases where there is evidence of research fraud or misconduct, the Trust reserves the right to withdraw the Grant and, where appropriate, require its repayment.

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<sup>1</sup> <http://www.hra.nhs.uk/resources/research-legislation-and-governance/research-governance-frameworks/>

<sup>2</sup> <http://www.universitiesuk.ac.uk/policy-and-analysis/reports/Pages/research-concordat.aspx>

- (d) The Grant Holder should ensure the secure retention of all research data and documentation relating to the research programme for a period of not less than 5 years from the completion of the Grant Project and should make these data and documents available to the Trust or its appointed representative, if required.

### **8.3 Ethical approval**

- (a) In relation to any Grant Project which requires ethical committee approval, the Grant Holder must obtain such approval and provide full details of the terms of such approval prior to commencement of the Grant Project. The Grant Holder undertakes to comply with the terms of that approval and in the event of any circumstances arising, which in the course of the Grant Project makes approval by the appropriate ethical committee necessary, (if not already granted) or further approval necessary, the Grant Holder undertakes to seek such approval or further approval having first informed the Trust of such circumstances and the details of the approval application.
- (b) Where any Grant Project does not require ethical committee approval, the Grant Holder must confirm this in writing when any grant offer is made.

### **8.4 NHS R&D approval and use of NHS resources**

- (a) Where appropriate, the Grant Holder must obtain NHS R&D approval and provide written evidence that this approval has been obtained.
- (b) The Grant Holder must consult with the local Clinical Research Network (CLRN), or its equivalent in the devolved parts of the UK, in order to establish whether research costs identified as 'Part B' costs under the AcoRD guidance will be supported by the CLRN.

### **8.5 Clinical trials**

- (a) Where the Grant involves the carrying out and administration of a clinical trial, the Grant Holder is required to comply with the European Union Clinical Trials Directive 2001/20/EC and with any



regulations made in England and Wales, Scotland or Northern Ireland in respect of the implementation of the Directive.

- (b) Where a clinical trial involves medicines to be administered to human subjects, the Grant Holder is required to comply with Medicines for Human Use (Clinical Trials) Regulations 2004.
  
- (c) Data from clinical trials funded by the Trust should be made available as widely as possible to maximise potential patient and public benefit. The Grant Holder is expected to share data in a timely and responsible way whilst meeting all ethical, legal and institutional regulatory requirements.
  
- (d) Where the Grant Project will require the use of facilities and/or staff of a recognised Clinical Trials Unit (CTU), any costs applied for in respect of that Unit will require the Grant Applicant to provide full details and justification. Failure to provide adequate detail and justification will result in these costs being excluded from the Grant.

## 8.6 Use of animals in research

- (a) Any Grant Project supported by The Dunhill Medical Trust must only use animals where there are no viable alternatives.
  
- (b) Experiments using animals funded by The Trust must:
  - i. use the simplest possible, or least sentient, species of animal;
  - ii. ensure that distress and suffering to the animal are avoided wherever possible;
  - iii. employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives of the Grant Project will be met.
  
- (c) Where a grant involves the use of animals, the Grant Holder is required to comply with ARRIVE Guidelines<sup>3</sup> when designing experiments, and ensure that animal-based studies are reported in accordance with the ARRIVE guidelines as far as possible, taking into account the specific editorial policies of the journal concerned.

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<sup>3</sup> <https://www.nc3rs.org.uk/arrive-guidelines>

- (d) Where the Grant Holder is using animals, he/she must implement the principles in the cross-funder guidance Responsibility in the Use of Animals in Bioscience Research<sup>4</sup>.
- (e) Where the Grant Holder is using non-human primates, he/she must comply with NC3Rs guidance on Primate Accommodation, Care and Use<sup>5</sup>.
- (f) In relation to any Grant Project involving the use of animals, the research must be carried out under appropriate Home Office licences and certificates, and the provisions of the Animals (Scientific Procedures) Act 1986 (and any amendments to the Act) must be observed. The Trust's support for a particular project does not absolve the Grant Holder from responsibility in this regard. Where relevant to the research, the Grant Holder will provide written evidence that such licences and certificates have been obtained, prior to the commencement of the Grant Project. Any fees levied under the Act are the responsibility of the Grant Holder and cannot be provided under the Grant.

## 9. Audit

- (a) The Trust has the right at any time, at its discretion and expense (either directly or via third parties engaged by it) to audit the Grant, the income and expenditure relating to the Grant Project, and/or the systems used to administer the grant. Where elements of expenditure under the Grant have been subcontracted, the Grant Holder must ensure that the Trust's right to audit extends to any such subcontractor in relation to the Grant Project.
- (b) To facilitate audit processes a separate accounting cost code specific to the Grant shall be maintained by the Organisation and all costs and income properly relating to the Grant shall be accounted for through that cost code. The Grant Holder should ensure that appropriate records are kept to support the entries made on the cost code.
- (c) Any unspent funds within one budget heading of the Grant may not be vired to another budget heading to be used for another purpose without the express agreement of the Trust (such

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<sup>4</sup> <http://www.nc3rs.org.uk/responsibility-use-animals-bioscience-research>

<sup>5</sup> <http://www.nc3rs.org.uk/non-human-primate-accommodation-care-and-use>

agreement not to be unreasonably withheld on condition that appropriate justification is provided).

- (d) The Organisation must ensure that the control of expenditure to be funded under the Grant is governed by the normal standards and procedures of the Organisation and is covered by any formal audit arrangements that exist.
- (e) The Trust has the right to request from the Grant Holder at any time any financial information relating to the Grant Project; and to ask for confirmation from the external auditor or independent examiner of the Organisation:
  - i. that the external auditor or independent examiner has signed their opinion on the annual accounts of the Organisation without qualification; and
  - ii. that any management letter from the auditors raises no matters that did or could significantly affect the administration of the Grant. If the auditors have raised any such matters in their management letter, the Trust may require the Organisation to provide it with relevant extracts from the letter.
- (f) The Grant Holder shall treat the Grant as a restricted fund within its accounts.

## 10. Monitoring and reporting

- (a) During the period of the Grant, the Grant Holder will permit representatives of the Trust to visit the Grant Project.
- (b) The Grant Holder will be required to provide progress and final reports as reasonably required by the Trust and as appropriate to the individual Grant Project. The Grant Holder will also be required to complete an annual return (via *Researchfish*) of any impact and /or outcomes that has arisen from the grant. This requirement will continue for three years after the grant ends. Further details can be found in the Trust's *Researchfish* policy.
- (c) Where the Grant Project is anticipated to continue for more than one year, Grant payments will not be continued unless and until the Grant Holder has submitted an annual progress report demonstrating that appropriate progress has been made on the Grant Project against the terms of the original award. The report

should include details (where appropriate) of any other funds obtained from third party sources and applied to the same project.

- (d) Subject to consideration of the annual report, the Trust may require a monitoring visit to be carried out to gain additional information in order to assess whether appropriate progress has been made on the Project.
- (e) The Trust in its absolute discretion reserves the right, following consideration of the annual progress report and/or of any monitoring visit, to terminate the Grant or to withhold further payments of the Grant upon such terms or conditions as the Trust shall think fit in the circumstances.

## 11. Publication and publicity

- (a) During the period of the grant (and subsequently if necessary), the Grant Holder will:
  - i. consult with the Trust on the degree to which material published in relation to the Grant Project names and associates the Trust with the project;
  - ii. at all times permit the Trust to publish material which associates it with the Grant Project and identifies the general nature of the project;
  - iii. permit the Trust to receive appropriate acknowledgement and, if required, recognition in respect of the Grant Project and results and/or publications/outputs or outcomes arising from it;
  - iv. consult with the Trust on press statements or publicity that may be issued about the Grant Project.
- (b) The Grant Holder will ensure that all peer-reviewed (primary) research publications arising from the Grant Project are made available via appropriate open access publishing sites (e.g. Europe PubMed Central) within six months of publication. A contribution will be provided at the discretion of the Trust towards open access fees levied by publishers who support the open access model.

## 12. Peer review

If requested to do so, the Principal Investigator will be expected from time to time to assist the Trust by acting as an external referee for research or

research-related grant applications submitted to the Trust for consideration (insofar as the application falls within the reasonable scope of the Principal Investigator's knowledge and expertise).

### 13. Intellectual property

(a) Definitions

- i. The 'Intellectual Property Rights' include results, discoveries and inventions, concepts and ideas whether or not patentable or otherwise registerable as an intellectual property right and all other rights in equity and law and for the avoidance of doubt includes copyright, design right, confidential information, know-how and trade secrets.
- ii. An invention 'issues from' the Grant Project if it is conceived, first reduced to practice, or developed, in whole or in substantial and identifiable part in the course of the Grant Project.

(b) The Trust requires that Intellectual Property Rights created as a result of the Grant Project (where commercially worthwhile) be protected and exploited.

(c) The Grant Holder must inform the Trust where there is potential for exploitation of the Intellectual Property Rights.

(d) The Trust reserves the right to require the Grant Holder to enter into an Intellectual Property agreement with the Trust in a form substantially the same as the specimen agreement published on the Trust's website to govern the protection and exploitation of the Intellectual Property Rights and arrangements for sharing income with the Trust in the event that commercial income is generated by such exploitation. Any such agreement will be in line with current Association of Medical Research Charities (AMRC) guidelines.

## 14. Data Protection

### 14.1 The Trust

- (a) Personal data (as defined in the General Data protection Regulations) will be kept in accordance with the principles and provisions set out in those regulations.
- (b) Information (including personal data) supplied in respect of a grant application and any grant subsequently awarded may be recorded and used to manage and analyse applications and grants, and may be kept during the life of the Grant and for so long thereafter as may be required for reference purposes.
- (c) Copies of some or all of this information (including personal data) may be given to individuals and/or organisations consulted by the Trust when assessing applications and monitoring grants and to the Trust's accountants for audit purposes.

Full details of how the Trust collects, uses, shares and stores personal data can be found in our [Privacy Policy](#).

### 14.2 The Grant Holder

The Grant Holder will ensure that it (and any of its assignees, subcontractors or representatives) will at all times:

- (a) comply with the principles and provisions of the General Data Protection Regulations; and
- (b) have appropriate operational and technical processes and procedures in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of any personal data relating to the Grant Project.

The Dunhill Medical Trust will not be held responsible for any unauthorised access, loss, destruction, theft, use or disclosure of any personal data held by the Grant Holder (or any of its assignees, subcontractors or representatives) relating to the Grant Project.

## 15. Health and safety

The Organisation is responsible for ensuring that a safe working environment is provided for all individuals associated with the project. Its approach and policy on health and safety matters must meet all regulatory and legislative requirements and be consistent with best practice recommended by the Health and Safety Executive.

## 16. Variation and termination

- (a) The Trust reserves the right to amend these Terms and Conditions, the Grant Making Policy and any terms and conditions included in the Grant Offer Letter. The Trust will publish any change to the Terms and Conditions or the Grant Making Policy on its website.
- (b) In the event of any conflict between the provisions of these Terms and Conditions as amended from time to time, and those of the Grant Offer Letter, the provisions of the Grant Offer Letter will take precedence.
- (c) In the event of a breach of these Terms and Conditions, the Trust reserves the right to withdraw the Grant and to require the repayment of grant monies already received.

## 17. Limitation of liability

- (a) Nothing in these terms and conditions shall limit or exclude the Trust's liability for:
  - i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - ii. fraud or fraudulent misrepresentation; or
  - iii. any matter in respect of which it would be unlawful for the Trust to exclude or restrict liability.
- (b) Subject to Clause 16 (a) the Trust shall not be liable to the Grant Holder, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any other direct or indirect or consequential loss arising under or in connection with the Grant or Grant Project.

## 18. Governing law and jurisdiction

These Terms and Conditions shall be governed by and construed in all respect according to the law of England and Wales and the parties shall be subject to the jurisdiction of the English Courts.

