

## Hamied Foundation UK-India AMR Visiting Professorships Grant Conditions

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These Grant conditions, together with the accompanying Award Letter and Grant Acceptance Form, set out the terms and conditions on which the Grant is made ("**Grant Conditions**") by the Academy to the UK Host Institution.

The UK Host Institution must ensure that the Applicant is aware of, and complies with these Grant Conditions.

Definitions can be found at paragraph 11.

### 1. Employment

- i. The UK Host Institution is the Applicant's employer in relation to the Grant.
- ii. The Applicant and UK Host Institution shall at all times comply with the Equality Act 2010 in relation to the expenditure of the Grant.
- iii. The Grant will not cover personal salary costs of the applicant. Further, research assistants, PhD students or postdoctoral staff etc. cannot be employed under the Grant.
- iv. Neither the Academy nor the Funder will act as an employer with respect to the Grant.

### 2. Audit

- i. The control of expenditure to be funded by the Grant must be governed by the normal standards and procedures of the UK Host Institution and must be covered by any formal audit arrangements that exist in the UK Host Institution. This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.
- ii. The Academy shall have the right to request from the UK Host Institution, at any time, any financial information in respect of the Grant or the activities it supports; and/or to ask for confirmation that the external auditors have signed their opinion on the annual accounts without qualification; and the 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 Academy may require the UK Host Institution to provide it with relevant extracts from the letter.
- iii. The UK Host Institution must provide access to accounting and other records relating to the Grant and the activities funded by it for auditors and other personnel from or appointed by the Academy at any time (at the Academy's expense), if requested. Where elements of expenditure under the Grant have been subcontracted, the UK Host Institution shall ensure that the right of access extends to the accounts and records, of any such subcontractor relevant to the management of the Grant.
- iv. The Academy shall have the right, at its discretion and expense, to audit (directly or via third parties engaged by it) the Grant, income and expenditure in relation to the activities funded by the Grant and/or the systems used by the UK Host Institution to administer the Grant at any time.
- v. The UK Host Institution should maintain a separate accounting cost code specific to the Grant, and all costs and income properly relating to the Grant should be accounted for through that cost code. The Host Institution should ensure that appropriate records are kept to support the entries made on the cost code.

### **3. Administration**

- i. Payment of the Grant will not be made by the Academy to the UK Host Institution until the Applicant and UK Host Institution has formally accepted the Grant and these Grant Conditions by returning the signed and dated the Grant Acceptance Form to the Academy (signed by the Applicant and UK Host Institution).
- ii. The UK Host Institution must ensure that the Grant is used for the purposes for which it is awarded.
- iii. The UK Host Institution must ensure that adequate and appropriate resources are provided to support the Applicant to achieve what is proposed in the Award Letter.
- iv. Payment will normally be made in full, and in advance, following the return of the signed and dated Grant Acceptance Form.
- v. The Applicant will be required to report their respective outputs and expenditure from the Grant by submitting an End of Grant report within 6 weeks of completion of the visit, to the Academy. This will help the Academy to assess the impact of the Grant in the longer term and assist in the development of further grant schemes.
- vi. In the event that submission of the End of Grant report is delayed, further applications from the Applicant or the UK Host Institution for Academy funding will not be accepted until all outstanding reports have been received, unless the Academy agrees otherwise.
- vii. The End of Grant report must be signed by, the Applicant and the Overseas Host.
- viii. In the event that the Applicant does not spend the full amount of the Grant, the Applicant must repay all unspent sums to the UK Host Institution which must, in turn, repay such sums to the Academy.
- ix. The completed End of Grant report represents the final statement of expenditure of the Grant.
- x. If any amount of the Grant is not applied in accordance with these Grant Conditions, the UK Host Institution agrees to repay such amount promptly to the Academy.

### **4. Publication and publicity**

- i. Any outputs produced by the Applicant which are funded by the Grant should be published in an appropriate form, usually as papers in a peer-reviewed journal.
- ii. The publication or release of such outputs may be reasonably delayed to enable protection of any intellectual property. The identification, protection, management and exploitation of intellectual property is subject to paragraph 5 on 'Intellectual property and commercial activities'.
- iii. The Academy is committed to the widest possible dissemination of Grant outputs. All Grant outputs that have been accepted for publication in a peer review journal must be made open access, in line with the Academy's [Open Access Policy](#). To assist in tracking the outputs to which they have contributed either wholly or in part, the Academy and the Funder must be acknowledged in all publications. When acknowledgements include logos, both the Academy and the Funder logos must be displayed in accordance with the branding guidelines provided by the Academy from time to time.
- iv. The UK Host Institution and Applicant must consult with the Academy on any press statements that may be issued about the Grant or the outputs from the activities funded by the Grant.

## **5. Intellectual property and commercial activities**

- i. The UK Host Institution shall develop and implement strategies and procedures for the identification, protection, management and exploitation of intellectual property arising from activities undertaken which are funded by this Grant (“IP”).
- ii. Should any Grant-funded IP arise from the Grant, then the Academy requires the UK Host Institution to consider whether the protection, management and exploitation of such Grant-funded IP is an appropriate means of achieving the public benefit. If the UK Host Institution considers that this is an appropriate means, then the UK Host Institution must seek the prior written consent of the Academy (not to be unreasonably withheld) before it makes any commercial use of, or grants to any third party, any exploitation rights over such Grant-funded IP.
- iii. If the UK Host Institution does not protect, manage or exploit any Grant-funded IP arising out of the Grant to the reasonable satisfaction of the Academy, then the Academy and Funder(s) shall have the right, but not a duty, to protect, manage and exploit such Grant-funded IP. Unless the Academy reasonably considers that the opportunity to protect, manage or exploit such funded IP for the public benefit could be lost and more immediate action is required, such right shall only be exercised six months after the Academy has given the UK Host Institution notice in writing that it is failing to protect, manage and exploit such Grant-funded IP to the Academy's satisfaction. The UK Host Institution agrees to do, and will ensure that its employees, students and any third party acting on its behalf do, all acts required to assist the Academy in such protection and exploitation.
- iv. If the UK Host Institution wishes to use any third party to carry out its obligations with respect to this paragraph 5, then it must provide details of the proposed third party to the Academy and obtain its prior written approval
- v. The UK Host Institution should deal with the Academy in the first instance in all matters relating to paragraph 5.

## **6. Limitation of liability**

- i. The Academy accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the activities funded by the Grant. The Academy will not indemnify the UK Host Institution, the Applicant or any other person working on the Grant (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the UK Host Institution may be liable as an employer or otherwise or for which any such person may be liable.

## **7. Variation and termination**

- i. The Academy reserves the right to amend these Grant Conditions at any time. You will be notified of any changes to the Grant Conditions either by an email to you or on the Academy's website.
- ii. In the event of any conflict between the provisions of these Grant conditions as amended from time to time, and the Award Letter, the provisions of the Award Letter will take precedence.
- iii. The UK Host Institution (or the Applicant, if appropriate) must inform the Academy without delay of any change to the status of the UK Host Institution or the Applicant which might affect their ability to comply with these Grant Conditions.

- iv. The Applicant and UK Host Institution must inform the Academy as soon as practicable of any significant divergence from:
- the agreed start date of the visit;
  - the agreed aims and expected outputs of the Grant; and/or
  - the agreed expenditure allocation breakdown as set out in the Award Letter.
- v. The Academy reserves the right to terminate the Grant on notice with immediate effect.

## **8. Miscellaneous**

The UK Host Institution shall be liable for complying with the obligations under this Agreement.

## **9. Data Protection**

Information about how the Academy will use your personal data can be found in the [Privacy Policy](#).

## **10. Governing law and jurisdiction**

These Grant Conditions shall be governed by and construed in accordance with English law. The UK Host Institution and the Applicant each agree to irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with these Grant Conditions.

## **11. Definitions**

### ***the Academy***

The Academy of Medical Sciences, a charity registered in England with number 1070618 and a company registered in England with number 3520281.

### ***Applicant***

The Applicant as specified in the application form and the Award Letter.

### ***Award Letter***

The letter from the Academy to the Applicants confirming the offer of a Grant.

### ***the Funder***

The organisation that provides the funding for the grant award. The Academy currently administers the scheme with funding support from the Yusuf and Farida Hamied Foundation.

### ***Grant***

The grant described in the Award Letter.

### ***Intellectual property (IP)***

Includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how.

### ***UK Host Institution***

The UK University, institution, research council or other body which will administer the Grant and which employs the Applicant and which will be accountable to the Academy in accordance with these Grant Conditions.

### ***Overseas Host***

The individual based at the overseas host institution, and specified on the application form, with primary responsibility for overseeing the visit.