

## The Academy of Medical Sciences Newton Advanced Fellowship Grant Conditions

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These Grant Conditions, together with the accompanying Award Letter, Grant Acceptance Form and the Policies and Concordats for Awardees (published on our website) set out the terms and conditions on which the Grant is made ("**Grant Conditions**") by the Academy to the UK Host Institution, the Overseas Host Institution, the Lead Applicant and the UK Co-Applicant in relation to the award of the Newton Advanced Fellowship to the Lead Applicant to undertake research at the Overseas Host Institution.

The purpose of the Grant is to facilitate inter-disciplinary partnerships between researchers in the UK and researchers in developing countries. These partnerships aim to develop high quality inter-disciplinary and innovative applications to address global development challenges.

The UK Host Institution and the Overseas Host Institution (together referred to as the "**Host Institutions**") must ensure they comply with these Grant Conditions and that the Applicants are aware of and comply with these Grant Conditions.

**The UK Host Institution is responsible for ensuring that the Overseas Host Institution and the Applicants comply in full with these Grant Conditions and will report to the Academy as required on such compliance. All obligations of the Overseas Host Institution and Applicants in these Grant Conditions shall be read and construed as including an obligation on the UK Host Institution to procure that the Overseas Host Institution and Applicants shall comply with the relevant conditions.**

Definitions can be found at paragraph 16.

### 1. Employment

- i. The Overseas Host Institution is the Lead Applicant's employer in relation to the Grant and the UK Host Institution is the UK Co-Applicant's employer in relation to the Grant.
- ii. For the avoidance of doubt, the Academy does not employ either the Lead Applicant or the UK Co-Applicant.

### 2. Legal Compliance, Research practice and Governance

- i. The Host Institutions shall each endorse the commitments of the Concordat to Support Research Integrity (to be found using the link below) and confirm that they each have in place formal procedures for governing good research practice and for handling and reporting allegations of scientific fraud or research misconduct. Such procedures must meet at least the minimum criteria set out in the [Wellcome Trust's statement on the handling of allegations of research misconduct](http://www.universitiesuk.ac.uk/highereducation/Documents/2012/TheConcordatToSupportResearchIntegrity.pdf).  
<http://www.universitiesuk.ac.uk/highereducation/Documents/2012/TheConcordatToSupportResearchIntegrity.pdf>
- ii. The Academy supports a number of other Concordats and the Host Institutions will review and consider these Concordats and, where possible, will endorse their commitments. When the Academy endorses any new Concordat it will inform the Host Institutions and the Host Institutions will, where possible, also endorse these commitments. (<https://acmedsci.ac.uk/grants-and-schemes/grant-schemes/information-for-awardees/policies-and-concordats-for-awardees>)
- iii. The Host Institutions and the Applicants should be aware of the [Guidance for General Grants](#) document, published by the Cabinet Office of the UK Government. In particular, Applicants must be compliant

with the guidance on research practice set-out in [Minimum Requirement Seven: Risks, Controls and Assurance](#). The Host Institutions and the Applicants must ensure they treat these guidelines, and any activities that interface with them, with the requisite level of care and diligence.

- iv. The Host Institutions and the Applicants must ensure that before the research funded by the Grant commences and during the full Grant Period, all the necessary legal and regulatory requirements in order to conduct the research are met, and all the necessary licences and approvals have been obtained. Where any element of the research funded by the Grant is to be conducted outside the UK, such legal and regulatory requirements and such licences and approvals should include those applicable in the additional countries in which the research is taking place.
- v. The Host Institutions and the Applicants must ensure that research involving the use of animals complies at all times with the relevant laws and regulations in the country in which the research is taking place. Any element of research funded by the Grant that is conducted outside the United Kingdom must, as a minimum standard, be conducted in accordance with the principles of UK legislation (Animals (Scientific Procedures) Act 1986).
- vi. The Host Institutions will each use their reasonable endeavours to meet the commitments of the [Concordat on Openness on Animal Research in the UK](#) (to which the Academy is a signatory) and will comply with any reasonable requirements which the Academy may make in this regard.
- vii. The UK Host Institution must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for the research funded by the Grant, and accepts full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Grant Period. The Overseas Host Institution will provide all such reasonable assistance as the UK Host Institution may require to enable the UK Host Institution to comply with this obligation.
- viii. The Host Institutions must each ensure that the activities funded by the Grant are at all times conducted in accordance with all applicable laws, regulations, codes of practice and guidelines including, amongst others, those relating to:
  - employment (including the Equality Act 2010);
  - anti-bribery and anti-corruption (including the Bribery Act 2010)
  - health and safety;
  - data protection, freedom of information and environmental information regulations; the Scheme Funder's environmental policy is set out at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/899333/BEIS\\_Environmental\\_Policy\\_2020.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/899333/BEIS_Environmental_Policy_2020.pdf);
  - clinical practice; and
  - the research governance framework.

Upon request the UK Host Institution and/or the Overseas Host Institution will provide the Academy with all such relevant documents and information relating to compliance by the UK Host Institution and/or the Overseas Host Institution and the Applicants with the law and regulations, codes of practice and guidelines.

Under the governance framework, the UK Host Institution will act as the sponsor to the research supported by the Grant.

The UK Host Institution and the UK Co-Applicant must ensure that the Grant is used for developing and training the Lead Applicant and developing the research capacity in the Applicant's country of origin through collaboration.

- ix. It shall be the responsibility of the UK Host Institution to ensure compliance by the Overseas Host Institution and the Applicants with the provisions of this paragraph 2, and the UK Host Institution will be held accountable by the Academy for any breach by the Lead Applicant or the Overseas Host Institution of the provisions of this paragraph 2.
- x. Before the UK Host Institution pays out any part of the Grant to the Overseas Host Institution, the UK Host Institution shall require the Overseas Host Institution to enter into a binding legal agreement with the UK Host Institution, confirming its compliance with the provisions of these Grant Conditions for the duration of the Grant Period. Upon request, the UK Host Institution shall provide a copy to the Academy, of the agreement entered into with the Overseas Host Institution.

### **3. Due Diligence Checks**

- i. Once the UK Host Institution has received the Grant from the Academy, but before the UK Host Institution pays out any part of the Grant to the Overseas Host Institution, the UK Host Institution shall undertake appropriate financial and non-financial due diligence checks on the Overseas Host

Institution and the Lead Applicant, according to the UK Host Institution's usual policy. Such checks should ordinarily involve the following:

- Organisational policies;
  - Stability and financial health of the Overseas Host Institution;
  - Experience and capacity of staff to manage the Grant;
  - Supporting systems to manage the Grant;
  - Ability to report on use of funds, ability to evidence payments and transfers;
  - Timeliness of payments;
  - Whether the Grant is the only source of funding;
  - Independent sources of assurance;
  - Legal status of the Overseas Host Institution, its history and country of operation;
  - Ethical policies in place;
  - Health and safety standards in place;
  - Anti-bribery and corruption practices in place;
  - An assessment of the reputational risk to the UK Host Institution and the Academy;
  - Checks against the designated persons, terrorism and terrorist financing or proscribed organisations list published by the UK Government from time to time;
- ii. Once the UK Host Institution has undertaken the due diligence checks it considers appropriate on the Overseas Host Institution and the Lead Applicant, the UK Host Institution shall inform the Academy that the due diligence on the Overseas Host Institution and the Lead Applicant has been completed, and whether, as a result, the Overseas Host Institution and the Lead Applicant are considered suitable recipients for the Grant.
- iii. If, following the completion of the due diligence, the UK Host Institution considers that the Overseas Host Institution and the Lead Applicant are suitable recipients of the Grant, and once the Overseas Host Institution has entered into the agreement referred to in paragraph 3(x), the UK Host Institution shall make the Grant payment in accordance with these Grant Conditions and the Award Letter.
- iv. If the UK Host Institution considers the Overseas Host Institution and/or Lead Applicant are not suitable Grant recipients, it shall return the Grant to the Academy. The Academy shall then inform the Host Institutions and the Applicants in writing, pursuant to paragraph 12(ix), that the Grant is terminated with immediate effect.
- v. The Academy may request a copy of the due diligence checks undertaken by the UK Host Institution in accordance with these Grant Conditions, at any time.
- vi. The Overseas Host Institution and the Lead Applicant shall provide all reasonable assistance to the UK Host Institution to enable it to complete the due diligence checks required to be undertaken in accordance with this paragraph 3.

#### **4. Audit**

- i. The control of expenditure to be funded by the Grant must be governed by the normal standards and procedures of the respective Host Institutions and must be covered by any formal audit arrangements that exist in the respective Host Institutions. This should include standards and procedures for monitoring and preventing fraud, tax evasion, bribery and other corrupt practices.
- ii. The Academy shall have the right to request from either or both of the Host Institutions, at any time, any financial information in respect of the Grant or the activities it supports including, but not limited to, outputs, outcomes and impact. The Host Institutions acknowledge that the Academy may make additional requests for information, including where this has been requested from the Scheme Funder and the Host Institutions will make every reasonable effort to comply with all such requests under this paragraph 4(ii).
- iii. The UK Host Institution shall monitor the expenditure of the Grant by the Overseas Host Institution and shall inform the Academy at the earliest opportunity of any concerns that may arise in relation to the delivery of the fellowship or the activities funded by the Grant or any actual or suspected fraud or other financial irregularity which relate to the activities funded by the Grant. The UK Co-Applicant and the Overseas Host Institution shall also report any such concerns to the Academy at the earliest opportunity.
- iv. The Host Institutions and the Applicants will provide all reasonable assistance and co-operation as soon as reasonably practicable to any third-party evaluation contractor appointed by the Scheme

Funder to undertake an evaluation of the Newton Fund.

- v. The Academy shall have the right to ask for confirmation from the external auditors of either or both of the Host Institutions, that the external auditors have signed their opinion on the annual accounts of the Host Institutions 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 relevant Host Institution to provide it with relevant extracts from the letter.
- vi. The Host Institutions must each 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) or the Scheme Funder, if requested at any time up to six years after the Grant Period. Such access must include the right to inspect any equipment or facilities acquired or funded under the Grant. If the Academy or the Scheme Funder requires further information, explanation or documents in order to establish that the Grant has been properly used, the UK Host Institution will provide such information within 10 Working Days of receipt of the request (or such later date as the Academy may agree). Where elements of expenditure under the Grant have been subcontracted, the Host Institutions shall each ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor, relevant to the management of the Grant.
- vii. 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 respective Host Institutions to administer the Grant at any time.
- viii. The Host Institutions should each 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 Institutions should each ensure that appropriate records are kept to support the entries made on the cost code. Each Host Institution shall retain all invoices, receipts, accounting records and any other documentation relating to the use of the Grant for six years from the end of the Grant Period.
- ix. The Host Institutions must notify the Academy of any changes in its bank details during the lifetime of the grant.
- x. The Host Institutions must give reasonable assistance to the Academy and/or the Scheme Funders in complying with its and/or the Scheme Funder's legal requirements relating to accounts, audit or examination of accounts, annual reports, annual returns and other reporting obligations.
- xi. The Host Institutions and the Applicants must not apply for, or obtain, any duplicate funding in respect of any of the activities funded by the Grant which have been paid in full using the Grant, without the prior written consent of the Academy.

## **5. Administration**

- i. Payment of the Grant will not be made by the Academy to the UK Host Institution until the Lead Applicant, the UK Co-Applicant and both Host Institutions have formally accepted the Grant and these Grant Conditions under which it is awarded by returning the signed and dated Grant Acceptance Form to the Academy.
- ii. The UK Host Institution is responsible for administering the Grant, to include the transfer of funds to the Overseas Host Institution.
- iii. The Host Institutions must ensure that the Grant is used for the purposes for which it is awarded and for the agreed expenditure as set out in the Award Letter. Neither the Host Institutions nor the Applicants may make any changes to the activities funded by the Grant (as set out in the Award Letter) without the prior written consent of the Academy.
- iv. The Host Institutions must ensure that the Grant is spent in accordance with the eligible direct costs defined in the Award Letter. It should be noted that this Grant is not funded on a Full Economic Cost

(FEC) basis and does not cover any indirect costs, contribution to overheads or administrative fees.

- v. The Host Institutions and the Applicants may not in any circumstances use the Grant for payment of any sums which would be considered to be Non Eligible Expenditure. The Host Institutions and the Applicants will provide all such information that the Academy may require to satisfy the Academy and the Scheme Funder that all expenditure paid is eligible expenditure.
- vi. The Host Institutions must ensure that adequate and appropriate resources are provided to support the Lead Applicant's research project funded by the Grant as described in the Award Letter.
- vii. The Grant offer should be accepted by the Lead Applicant, the UK Co-Applicant, the UK Host Institution and the Overseas Host Institution in accordance with 5i above by the date stated in the Award Letter. If the Grant cannot be accepted by this date, the Host Institutions and Applicants must seek and receive (from the Academy) written approval for an extension of the Grant offer.
- viii. Payment of the Grant will normally be made to the UK Host Institution annually and in advance and will be paid in pounds sterling.
- ix. The amount of the Grant set out in the Award Letter represents the maximum sum the Academy will pay to the UK Host Institution.
- x. The UK Host Institution shall promptly, following becoming aware of such error notify and repay immediately to the Academy any money incorrectly paid to it either as a result of administrative error or otherwise. This includes (without limitation) situations where the UK Host Institution is paid in error before it has complied with its obligations under these Grant Conditions.
- xi. The Lead Applicant must make Annual Researchfish Research Output Submissions by reporting on their progress by 31 March every year via Researchfish (<http://www.researchfish.com>), an online research reporting tool. The annual submission window will be from mid-January to end-March each year. The final mandatory Annual Researchfish Research Output Submission must be made within the submission window that falls after the end date of the project (e.g. if the Grant end date is 31 Sep 2019, the final mandatory Annual Researchfish Research Output Submission will be mid-January to end-March 2020). The submission may require the Host Institutions and the Lead Applicant to confirm how they are complying with the commitments set out in the Concordats. A Final Expenditure Report must be submitted within three months of the end of the project, as required by the Academy. The UK Host Institution must ensure that the Lead Applicant completes their research output submissions to a satisfactory standard by the dates set out in this paragraph 5(xi).
- xii. The Academy requires the Lead Applicant to continue to make Annual Researchfish Research Output Submissions for five years beyond the lifetime of the Grant. This will help the Academy to assess the impact of the scheme in the longer term and potentially help to develop new schemes.
- xiii. The Academy has the right to seek reimbursement in the event an overpayment of the Grant is made to the UK Host Institution, including by setting such overpayment off against payments due under other Academy grant programmes to the UK Host Institution. The Academy also has a right to refuse applications from the Host Institutions where it is concerned about an aspect of any Final Expenditure and Annual Researchfish Research Output Submissions or in the event of non-delivery of such reports.
- xiv. In the event that submission of the Final Expenditure and Annual Researchfish Research Output Submissions is delayed, further applications from the Applicant or the Host Institutions for Academy funding will not be accepted until such Report/Submission has been received, unless the Academy agrees otherwise.
- xv. Annual Researchfish Research Output Submissions must be approved, and the Final Expenditure Report must be signed by, the head of the department of the UK Host Institution and the Overseas Host Institution in which the Grant is held.
- xvi. In the event that the Applicant completes the activities funded by the Grant without spending the full amount of the Grant, the Overseas Host Institution must repay all unspent sums to the UK Host Institution which must, in turn, repay such sums to the Academy and the Academy will not be obliged to make any further payments to the UK Host Institution in respect of the Grant.

- xvii. The completed Final Expenditure and Final Annual Researchfish Research Output Submission received by the Academy represent the final statement of expenditure of the Grant. The Academy is not obliged to make any further payments in respect of the Grant once it has received such report.
- xviii. If any amount of the Grant is not used in accordance with these Grant Conditions by the UK Host Institution, the Overseas Host Institution or the Applicants, the UK Host Institution agrees to repay such amount promptly to the Academy.
- xix. If required by the Academy, the Host Institution must send the Academy (or the Scheme Funder) report(s) (in the form required by the Academy or the Scheme Funder) on the management and commercialisation of Award-Funded IP until such time as the Award-Funded IP has expired.

## **6. Equipment**

- i. The UK Host Institution must ensure that the Overseas Host Institution has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant ("Equipment") is acquired by it using these procedures. The Overseas Host Institution must have in place clearly defined procedures for the procurement of Equipment acquired by it using these procedures
- ii. The UK Host Institution must ensure that the Overseas Host Institution ensures that Equipment is appropriately insured and maintained throughout its useful life. The Overseas Host Institution must ensure that the Equipment is appropriately insured and maintained throughout its useful life. The UK Host Institution must also supply to the Academy such information as the Academy may reasonably require about the Equipment.
- iii. Equipment purchased by the Overseas Host Institution Department must be specifically for the purposes of the Lead Applicant's research. Written permission from the Academy must be obtained to use the Equipment for any other purpose (including, to charge, hire, lend or dispose of it) during the Grant Period.
- iv. The UK Host Institution must inform the Academy if the need for the Equipment diminishes substantially or it is not used for the purpose of the Grant during the Grant Period. In such circumstances the Academy may require the UK Host Institution to ensure that the Overseas Host Institution disposes of, sells or transfers the Equipment, will hold the proceeds of sale on trust for the Academy, and the Academy may require the UK Host Institution to return such sale proceeds to the Academy.
- v. After the research project funded by the Grant has ended, the UK Host Institution and the Overseas Host Institution must seek permission from the Academy to continue to use or retain any Equipment or other asset purchased by the Grant. Any future usage would need to be for research purposes only, and the Academy reserves the right to require the Equipment to be disposed of and the proceeds returned to the Academy.
- vi. In the event that the Lead Applicant transfers to another Overseas Host Institution during the Grant Period, permission should be obtained from the UK Host Institution and the Academy for the Equipment to be transferred to the new Overseas Host Institution at no cost, and this permission should not be unreasonably withheld. Any proposal to transfer the ownership of the Equipment to any other person must be approved in advance by the Academy and the Academy may attach certain conditions to the provision of its consent.
- vii. If the UK Host Institution or the Overseas Host Institution wishes to purchase any Equipment which has an initial cost of £10,000 (Ten Thousand Pounds) (gross), or greater, then the Overseas Host Institution must, BEFORE any Equipment is purchased, request written consent for such a purchase from the Academy. Any request to purchase Equipment must include the following information:
  - the purpose of the Equipment the Overseas Host Institution would like to purchase;
  - the price for which such Equipment would be purchased (including any taxes thereon);
  - the estimated life of the Equipment; and
  - the estimated value of the Equipment at the end of the Grant Period.



- viii. The Academy shall then direct the UK Host Institution and the Overseas Host Institution, in writing, whether it can proceed with the purchase, and if the UK Host Institution or Overseas Host Institution is required to contribute to the purchase price of the Equipment.

## **7. Publication and publicity**

- i. The findings from research 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 findings may be reasonably delayed to enable protection of any intellectual property. The identification, protection, management and exploitation of intellectual property is subject to paragraph 8 on 'Intellectual property and commercial activities'.
- iii. The Academy is committed to the widest possible dissemination of research outputs through the awards it supports. All papers that have been accepted for publication in a peer review journal, and are supported in whole or in part by the Grant, must be made open access, in line with the Academy's [Open Access Policy](#).
- iv. To assist in tracking the outputs of research to which they have contributed either wholly or in part, Academy and the Newton Fund must be acknowledged in all publications. Any such acknowledgement shall include the full name of the Academy and the Newton Fund, [and the Scheme Funder] followed by the grant number in square brackets, and the said contribution shall be referred to as "supported by" rather than "sponsored by". When acknowledgements include logos, both the Academy and Newton Fund logos must be displayed in accordance with the branding guidelines provided by the Academy from time to time.
- v. The Host Institutions and Applicants must consult with the Academy at least 7 Working Days' in advance of any press statements, publications, reports and social media releases that may be issued about the Grant or the findings from the activities funded by the Grant. The Host Institutions and the Applicants shall ensure that at all times they comply with any publicity requirements and branding guidelines, including specific Newton Fund branding, that may be provided by the Academy.
- vi. The Host Institutions and the Applicants will comply with all reasonable requests from the Academy to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Academy to comply with any request received from the Scheme Funder for such materials.

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

- i. The Academy intends that the ownership of all and any intellectual property rights arising from research undertaken by the Applicant which has been funded by the Grant ("IP") shall be vested in the UK Host Institution. The UK Host Institution agrees to take all and any such steps as are necessary in order to vest the ownership of all and any such IP in the UK Host Institution.
- ii. The UK Host Institution shall develop and implement a strategy and procedures for the identification, protection, management and exploitation of IP. The strategy should be developed with reference to the Trusted Research Guidance for Academia.
- iii. Arrangements for exploitation of IP must not prevent the future progression of research and the dissemination of research results in accordance with UK academic custom and practice. A temporary delay in publication is acceptable in order to allow commercial and collaborative arrangements to be established.
- iv. The Academy reserves the right to request copies of any IP agreements that might exist between the Applicant and UK Host Institution.
- v. The UK Host Institution hereby confers on the Academy the right to require the UK Host Institution to grant it a licence to exploit (or arrange for a third party to exploit) any IP should the Academy consider, in its absolute discretion, that such IP is not being (or is not able to be) properly exploited by the UK Host Institution.

- vi. Any arrangement for the exploitation of IP must provide for suitable recognition of and reward for the Applicant (and, if applicable, the UK Co-Applicant) and any other researchers who undertake activities that deliver benefit through the application of research outcomes.
- vii. The UK Host Institution must ensure that all those associated with the research are aware of, and accept, these arrangements.

## **9. National Security**

- i. The Host Institutions and the Applicants should be aware of the [Guidance for General Grants](#) document, published by the Cabinet Office of the UK Government. In particular, Applicants must be compliant with the National Security considerations set-out in [Minimum Requirement Seven: Risks, Controls and Assurance](#). The Host Institutions and the Applicants must ensure they treat these guidelines, and any activities that interface with them, with the requisite level of care and diligence and acknowledge that any act or omission by them may cause the Academy and the Scheme Funder to be in breach of such guidelines.
- ii. Each Host Institution and/or the Applicants should notify the Academy immediately if they become aware of any national security concerns associated with their Grant or the activities funded by it, or where they become aware that such event may cause the Academy or the Scheme Funder to be in breach of such guidelines.

## **10. Safeguarding provisions**

- i. The Host Institutions and the Applicants must:
  - take reasonable steps to prevent actual, attempted or threatened sexual exploitation, sexual abuse or sexual harassment in relation to activities funded by the Grant, in line with the [Academy's Safeguarding Policy](#).
  - take reasonable steps to ensure that individuals are enabled to report concerns and complaints of actual, attempted or threatened sexual exploitation, sexual abuse or sexual harassment;
  - adopt and follow procedures for the reporting and investigation of actual, attempted or threatened sexual exploitation, sexual abuse or sexual harassment by its employees, including reporting matters to the relevant authorities.
- ii. The Host Institutions and/or the Applicants must report to the Academy, without delay, of any complaints of actual, attempted or threatened sexual exploitation, sexual abuse or sexual harassment:
  - about, by, or from, its employees or those representing them; or
  - where the complaint is relevant to activities or individuals funded by the Grant.

Such report must provide an outline of the complaint and details of the action being taken by the UK Host Institution or the Applicant, but shall not be required to provide any personal data.

## **11. 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.
- ii. The Academy will not indemnify either of the Host Institutions, any 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 respective Host Institutions may be liable as an employer or otherwise or for which any such person may be liable.
- iii. The UK Host Institution will indemnify and hold harmless the Academy and its representatives with respect to all actions, claims, charges, demands, losses and proceedings arising from or incurred by



reason of the actions and/or omissions of the UK Host Institution or the Overseas Host Institution or the Applicants in relation to the activities funded by the Grant, the non-fulfilment of obligations by the UK Host Institution or the Overseas Host Institution or the Applicants under the terms of the Grant or their obligations to third parties.

- iv. Subject to this paragraph 10, the Academy's liability under the Award Letter and the Grant Conditions is limited to the amount of the Grant outstanding.
- v. The Host Institutions will ensure that during the Grant Period and for six years thereafter they will each maintain adequate insurance with an insurer of good repute to cover claims arising under the Award Letter and the Grant Conditions or any claims that may be brought by any persons as a result of loss or damage arising in connected with the activities funded by the Grant.

## **12. Variation and termination**

- i. The Academy reserves the right to amend these Grant Conditions, any terms and conditions in the Award Letter, the Grant Acceptance Form and the Policies and Positions for Grants. Any change to the Grant Conditions or the Policies and Positions for Grants will be notified 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 of the Award Letter, the provisions of the Award Letter will take precedence.
- iii. The Host Institutions (or the Lead Applicant or UK Co-Applicant if appropriate) must inform the Academy without delay of any change to the status of either Host Institution or the Applicant which might affect their ability to comply with these Grant Conditions, including (if it has been informed) the suspension from duty or dismissal due to research misconduct, bullying or harassment of any person working in any capacity on the activities funded by the Grant. Further information on the Academy's policy on bullying and harassment is found in the [Policies and Concordats for Awardees](#).
- iv. The Academy may immediately cease to make Grant payments should the Development Assistance Committee at any time judge that any part of the project does not comply with Overseas Development Assistance rules with respect to the research activities undertaken with the Grant.
- v. The Host Institutions and/or the Applicant must inform the Academy of any reasonable suspicion of or actual fraud, corruption or financial impropriety relating to the expenditure of the Award.
- vi. The Applicants and the Host Institutions must inform the Academy as soon as practicable of any significant divergence from the original aims and directions of the research (including expenditure) that is being funded by the Grant. In the case of research involving the use of animals, the Applicants and the Host Institutions must inform the Academy of any significant increase to the number of animals originally funded by the Grant.
- vii. A Grant will normally be terminated if the Applicant's contract of employment with the Overseas Host Institution is terminated, unless the Grant is being transferred to a new Overseas Host institution agreed by the UK Host Institution and the Academy. A Grant may also be terminated if the UK Co-Applicant's contract of employment with the UK Host Institution is terminated. The Host Institutions and/or the Applicants may not otherwise transfer, novate or assign the Award Letter and the Grant Conditions to any other organisation or individual.
- viii. The Host Institutions and/or the Applicants may not sub-contract any part of the activities funded by the Award, without first obtaining the consent in writing of the Academy. If the Host Institutions or Applicants sub-contracts any part of the activities funded by the Award, the Host Institutions must ensure that written terms and conditions are in place with the sub-contractor which will enable the Host Institutions and the Applicant to comply in full with its obligations under the Award Conditions.
- ix. The Academy reserves the right to terminate the Grant on notice with immediate effect.
- x. If at any time any of the following events occurs, then the Academy may suspend and/or terminate the payment of the Grant and may require the UK Host Institution to promptly repay to the Academy the whole or any part of the Grant previously paid to the UK Host Institution:
  - the Applicants and/or the Host Institutions use the Grant for a purpose other than as set out

- in the Award Letter;
  - Any Applicant and/or Host Institution fail to comply with its obligations under the Award Letter and the Grant Conditions, and such non-compliance is considered by the Academy to be material;
  - the Grant is used for Non Eligible Expenditure;
  - the Host Institutions and/or the Applicants fail (in the Academy's opinion), to make satisfactory progress with the activities funded by the Grant;
  - the Host Institutions and/or the Applicants fail to declare the receipt of duplicate funding (from third parties which funds the same activities funded by the Grant);
  - either Host Institution becomes insolvent as defined by section 123 of the Insolvency Act 1986, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters in any arrangement or composition for the benefit of creditors, or it is unable to pay its debts as they fall due;
  - the Academy (acting reasonably) determines that either Host Institution and/or either of the Applicants has acted dishonestly or negligently during the term of the Grant Award or has taken any actions which bring or are likely to bring the Academy's name or reputation (or that of the Scheme Funder) into disrepute;
  - any of the Host Institutions and/or the Applicants have materially failed to act in accordance with the law;
  - any of the Host Institutions and/or the Applicants have failed to comply with the national security guidelines set out at paragraph 9.
- xi. If applicable, all unspent monies received by the UK Host Institution which are unspent on the date of termination, shall be returned to the Academy within 14 days of the date of a written notice of termination from the Academy. Any monies which fall to be repaid by the UK Host Institution following one the events occurring in paragraph 12(x), must be repaid to the Academy within 21 days of receipt of a notice from the Academy setting out such event and the requirement for monies to be repaid.
- xii. In the event that the Academy's public funding is reduced or withdrawn by HM Government or if the Academy should enter into administration, the Academy reserves the right to terminate the Grant with immediate effect with no liability for any further Grant payments. The Host Institutions each agree to fully indemnify the Academy in respect of any claims brought against the Academy in this regard.

### **13. Governing law and jurisdiction**

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

### **14. Confidentiality**

- i. The Host Institutions and the Applicants shall treat any Confidential Information as confidential and safeguard it accordingly.
- ii. The Host Institutions and the Applicants shall not disclose any Confidential Information to any other person save with the prior written consent of the Academy and will immediately notify the Academy of any actual or potential breach of confidence in respect of Confidential Information and will take any reasonable steps to mitigate the effects of such breach.

### **15. Data protection**

Information about how the Academy will use personal data can be found in our privacy notice:  
<https://acmedsci.ac.uk/privacy-policy>.

## **16. Definitions**

### ***the Academy***

Academy of Medical Sciences, a charity registered in England with number 1185329 established as a Royal Charter body registered in England with number RC000905.

### ***Annual Researchfish Research Output Submission***

Online interface ([www.researchfish.com](http://www.researchfish.com)) through which the Host Institutions and Applicants report on the progress of the activities funded by the Grant, including detail of the:

1. Progress and findings of the research
2. Applicant's future research and career plans.

### ***Applicants***

The Lead Applicant and the UK Co-Applicant as specified in the Application Form and Award Letter.

### ***Award Letter***

The letter from the Academy to the Lead Applicant confirming the offer of a Grant award

### ***Confidential Information***

Any information disclosed by a party to another party including any information that ought reasonably to be considered confidential relating to the Grant or the funded activities. Confidential Information shall not include information which was public knowledge at the time of disclosure, or was otherwise in the possession of the receiving party (other than by a breach of paragraph 14).

### ***Development Assistance Committee (DAC):***

A unique international forum of many of the largest funders of aid, which promotes policies that will improve the economic and social wellbeing of people around the world.

### ***Final Expenditure Report***

Form on which the Host Institutions and Applicants report on the expenditure of the Grant, including:

1. A comparison of
  - i. Actual expenditure of the Grant
  - ii. The total amount awarded by the Academy in respect of the Grant
2. An explanation for any variances between 1i) and 1ii) above as requested by the Academy.
3. Any further information that the Academy requests from the Host Institution, including the extent of its compliance with any Concordat.

### ***Grant***

The grant described in the Award Letter.

### ***Grant Acceptance Form***

The form completed by the Host Institutions and the Applicants accepting the terms of the Award, which sets out the start date of the Award.

### ***Grant Funded Intellectual property (IP)***

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

### ***Grant Period***

The period following the payment of the Grant to the confirmation, by the Academy, that the Final Expenditure and required Annual Researchfish Research Output Submissions have been received and reviewed as

satisfactory.

**Host Institutions**

The UK Host Institution and the Overseas Host Institution.

**Lead Applicant**

The overseas researcher who is employed by the Overseas Host Institution and completed the application form as the lead applicant.

**Newton Fund**

Is a government initiative that aims to develop the long-term sustainable growth and welfare of partner countries through building research and innovation capacity, and forms part of the UK's Official Development Assistance commitment.

**Non Eligible Expenditure**

The use of the Grant for purposes that have not been agreed, to include:

- i. paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
- ii. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
- iii. using the Grant to petition for additional funding;
- iv. entertaining expenses specifically aimed at exerting undue influence to change government policy;
- v. input VAT reclaimable by the UK Host Institution
- vi. payments for activities of an exclusively political or religious nature;
- vii. contributions in kind (other than any matched effort);
- viii. interest payments or service charge payments for finance leases;
- ix. gifts;
- x. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
- xi. payments for works or activities which the Applicants, Overseas Host Institution or UK Host Institution has a statutory duty to undertake, or that are fully funded by other sources;
- xii. bad debts to related parties;
- xiii. payments for unfair dismissal or other compensation;
- xiv. the acquisition or improvement of Equipment by the Applicants or the Overseas Host Institution or the UK Host Institution without the Academy's prior written consent; and
- xvi. spend which is not Overseas Development Assistance (ODA) eligible.

**Overseas Host Institution**

The overseas university, institution, research council or other body at which some or all of the research funded by the Grant will be carried out and which employs the Lead Applicant.

**Policies and Concordats**

The Academy's selected policies and concordats that are relevant to the Award and which should be read together with the Award Terms and Conditions, and which can be found on the Academy's website at (<https://acmedsci.ac.uk/grants-and-schemes/grant-schemes/information-for-awardees/policies-and-concordats-for-awardees>).

**Scheme Funder**

The Government Department of Business, Energy and Industrial Strategy (BEIS).

**UK Co-Applicant**

The UK based researcher who is the overseas applicant's co-applicant as specified in the application form.

***UK Host Institution***

The UK university, institution, research council or other body which will administer the Grant and oversee the research funded by the Grant and which employs the UK Co-Applicant.