



INSPIRE Grant Terms and Conditions

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 by the Academy to the Host Institution. The Host Institution must ensure that the named/designated INSPIRE lead is made aware of and complies with these Grant Conditions and the Award Letter. Definitions can be found in Annex 1.

1. Administration

(i) Payment of the Grant will not be made until the Host Institution has formally accepted the Grant and the conditions under which the Grant is awarded and has activated the Grant. (The Award Letter contains further details about how to do this.)

(ii) The Host Institution must ensure that the Grant is used for the purposes for which it is awarded.

(iii) The Host Institution must ensure that adequate and appropriate resources are provided to support the activities described in the Grant Application and Award Letter.

(iv) The Host Institution must activate the Grant within 2 months of the proposed start date referred to in the Award Letter.

(v) Payment of the Grant will normally be made in whole and in advance.

(vi) The Host Institution must hold a bank account in the currency specified in the Award Letter and must notify the Academy of any changes to its bank account details.

(vii) The Academy has the right to seek reimbursement in the event of an overpayment in relation to any Academy grant made to the Host Institution, including by setting off against payments due under other Academy grant programmes to the Host Institution. The Academy may also suspend payments to the Host Institution where it is concerned about an aspect of any Expenditure and Progress Reports or End of Grant Report or in the event of non-delivery of such reports.

(viii) In the event that the Host Institution completes the activities funded by the Grant without spending the full amount of the Grant, the Host Institution must repay all unspent sums to the Academy.

(ix) If any amount of the Grant is not used in accordance with the conditions under which the Grant is awarded, the Host Institution agrees to repay such amount promptly to the Academy.

2. Publicity, publication and branding

(i) To assist in tracking the Outputs of activities to which it has contributed either wholly or in part, the contribution of all supporters of the scheme, namely the Academy and The Wellcome Trust, must be acknowledged in all publications, according to The Wellcome Trust's Guidance for Research Publication Acknowledgement Practice.

<http://www.wellcome.ac.uk/Managing-a-grant/End-of-a-grant/WT037950.htm>

Any such acknowledgement shall include the full name of the Academy and The Wellcome Trust, and the said contribution shall be referred to as "supported by" rather than "sponsored by".

(ii) All papers or articles that have been accepted for publication in a peer-reviewed journal, and are supported in whole or in part by the Grant, must be made available from Europe PubMed Central as soon as possible, and in any event within six months of publication, in line with The Wellcome Trust's Open Access policy.

<http://www.wellcome.ac.uk/About-us/Policy/Spotlight-issues/Open-access/index.htm>

(iii) The Host Institution and the INSPIRE lead must consult with the Academy's Head of Communications on any press statements that may be issued about the Grant or the Outputs of any activities funded by the Grant.

(iv) Any usage of the INSPIRE logo/brand should conform to the [INSPIRE brand guidelines](#), issued to all INSPIRE leads along with the Award Letter.

3. Monitoring, evaluation and reporting

(i) The Host Institution and INSPIRE lead must comply with the [INSPIRE monitoring and evaluation guidelines](#).

(ii) The Host Institution and INSPIRE lead shall cooperate in any evaluation process being conducted by the Academy or The Wellcome Trust or by individuals or organisations appointed by the Academy, by allowing access to the activities described in the Grant Application and Award Letter and any Outputs of those activities.

(iii) The Host Institution and INSPIRE lead must submit Expenditure and Progress Reports during the Grant Period on the progress of activities as required by the Academy and in the currency specified in the Award Letter.

(iv) The INSPIRE lead must submit an End of Grant Report within one month of the end of the Grant Period or as otherwise required by the Academy.

(v) In the event that submission of the End of Grant Report is delayed, further applications for funding from the Academy or The Wellcome Trust from the INSPIRE lead or the Host Institution may not be accepted until the End of Grant Report has been received, unless the Academy and The Wellcome Trust agree otherwise.

(vi) The Host Institution must submit a Final Expenditure Report within one month of the end of the Grant Period or as otherwise required by the Academy.

4. Employment

Neither the Academy nor The Wellcome Trust acts as an employer with respect to the Grant. The Grant will not cover personal salary costs of the INSPIRE lead or other Host Institution staff associated with the application. Further, other staff cannot be employed under the grant.

5. Audit

(i) The Host Institution must ensure that the control of expenditure to be funded under the Grant is governed by the normal standards and procedures of the Host Institution and is covered by any formal audit arrangements that exist in the Host Institution. This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.

(ii) The Academy has the right to request from the Host Institution, at any time, any financial information in respect of the Grant or the activities it funds; and/or to ask for confirmation from the external auditors of the Host Institution (a) that the external auditors have signed their opinion on the annual accounts of the Host Institution without qualification, and (b) that the management letter from the auditors raises no matters that did or could significantly affect the administration of grants awarded by the Academy. If the auditors have raised any such matters in their management letter, the Academy may require the Host Institution to provide it with relevant extracts from the letter.

(iii) The Host Institution must provide access to accounting and other records relating to the Grant and the activities funded by the Grant for auditors and other personnel from or appointed by the Academy at any time, if requested by the Academy and at the Academy's expense. Such access must include the right to inspect any equipment or facilities acquired or funded under the Grant. Where elements of expenditure under the Grant have been subcontracted, the Host Institution should 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.

(iv) The Academy has the right, at its discretion and expense (and directly or via third parties engaged by it), to audit the Grant, income and expenditure in relation to the activities funded by the Grant, and/or the systems used by the Host Institution to administer Academy grants at any time.

(v) The 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.

6. Variation and termination

(i) The Academy reserves the right to amend these Grant Conditions and any terms and conditions in the Award Letter. The Academy will publish any change to the Grant Conditions on its 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 Institution (or the INSPIRE lead if appropriate) must inform the Academy without delay of any change to the status of the Host Institution or the INSPIRE lead which might affect their ability to comply with these Grant Conditions.

(iv) The INSPIRE lead must inform the Academy as soon as practicable of any significant divergence from the original aims and directions of the activities funded by the Grant.

(v) The Academy reserves the right to terminate the Grant on notice with immediate effect.

7. Limitation of liability

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 Host Institution, the INSPIRE lead 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 Host Institution may be liable as an employer or otherwise or for which any such person may be liable.

8. Governing law, jurisdiction and compliance

(i) These Grant Conditions shall be governed by and construed in accordance with English law. The Host Institution and the INSPIRE lead irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with these Grant Conditions.

(ii) The Host Institution and the INSPIRE lead must ensure that the activities funded by the Grant are at all times conducted in accordance with all applicable laws and regulations.

9. Data protection

The Academy of Medical Sciences and The Wellcome Trust may publish basic details of successful awards and/or anonymise the INSPIRE lead's personal data for research and statistical purposes. The Academy and The Wellcome Trust may also release details of successful awards (including the INSPIRE lead's name, Institution, project title, and the scientific abstracts and lay summaries of any research) into the public domain (i.e. via the internet or via publicly accessible databases). The Academy and The Wellcome Trust may contact the INSPIRE lead about other award schemes or initiatives that may be of interest to the INSPIRE lead, or for the INSPIRE lead's views on the Academy's schemes and processes.

The INSPIRE grants are funded by The Wellcome Trust and therefore any research conducted by students using INSPIRE funds, for example, summer studentships, must comply with The Wellcome Trust's terms and conditions for research, as follows.

10. Research practice

(i) The Host Institution should endorse the commitments of the Concordat to Support Research Integrity

<http://www.universitiesuk.ac.uk/Publications/Pages/concordattosupportresearchintegrity.aspx>

and must have in place formal written procedures for the handling of allegations of research misconduct, such procedures to meet at least the minimum criteria set out in The Wellcome Trust's statement on the handling of allegations of research misconduct.

<http://www.wellcome.ac.uk/About-us/Policy/Policy-and-position-statements/WTD002756.htm>

(ii) The Host Institution must ensure that, before any 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 Host Institution's host country, such legal and regulatory

requirements, and such licences and approvals should include those applicable in the additional countries involved.

(iii) The Host Institution must ensure that research involving the use of animals complies at all times with the relevant laws and regulations in the host country. 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).

<http://www.homeoffice.gov.uk/science-research/animal-research/>

(iv) The 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 any research funded by the Grant, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Grant.

11. Publication of research

(i) The Academy expects that findings from any research funded by the Grant will be published in an appropriate form (usually as papers in peer-reviewed journals or, in the case of Medical History and Humanities research, as monographs).

(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 13 on 'Intellectual property and commercial activities'.

(iii) All research papers that have been accepted for publication in a peer-reviewed journal, and are supported in whole or in part by the Grant, must be made available from Europe PubMed Central as soon as possible, and in any event within six months of publication. The Final Expenditure and End of Grant Report must be signed by the Head/Dean of the Medical School in which the Grant is held. By signing the Report, the Head/Dean of the Medical School confirms that all research publications associated with the Grant comply with The Wellcome Trust's Open Access policy. Full details of the policy and how to comply can be found on The Wellcome Trust's website:

<http://www.wellcome.ac.uk/About-us/Policy/Spotlight-issues/Open-access/index.htm>

(iv) The Host Institution should note that applicants applying for future funding from The Wellcome Trust will not be permitted to include any non-compliant publications funded through the Grant in any application submitted to The Wellcome Trust, and such papers may be discounted from consideration of a researcher's track record.

12. Equipment

(i) The Host Institution must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant is acquired by the Host Institution in accordance with these procedures.

(ii) The Host Institution must ensure that equipment funded by the Grant is appropriately insured and maintained throughout its useful life.

(iii) Equipment funded by the Grant is awarded to the Host Institution specifically for the purpose of the activities outlined in the Award Letter. 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).

13. Intellectual property and commercial activities

(i) The Academy and The Wellcome Trust require the Host Institution to develop and implement strategies and procedures for the identification, protection, management and exploitation of intellectual property (IP), taking into account circumstances where any research involves collaboration with and/or the contribution(s) of third parties. The Academy and The Wellcome Trust also require the Host Institution to ensure that all persons in receipt of funding from the Grant or working on activity funded by the Grant (including employees, students, visiting fellows and subcontractors) are employed, engaged or retained on terms that vest in the Host Institution all IP arising from the Grant.

(ii) Should any IP arise from the Grant, then the Academy and The Wellcome Trust require the Host Institution to consider whether the protection, management and exploitation of such IP is an appropriate means of achieving the public benefit. If the Host Institution considers that this is an appropriate means, then the Host Institution must seek the prior written consent of the Academy and The Wellcome Trust (not to be unreasonably withheld) before it makes any commercial use of, or grants to any third party any exploitation rights over, such IP arising from the Grant. As a condition of granting consent, the Academy and The Wellcome Trust will require the Host Institution to accept revenue- and equity-sharing terms which The Wellcome Trust has in place at that time.

(iii) If the Host Institution does not protect, manage or exploit any IP arising out of the Grant to the reasonable satisfaction of the Academy and The Wellcome Trust, then the Academy and The Wellcome Trust shall have the right, but not a duty, to protect, manage and exploit such IP. Such right shall only be exercised six months after the Academy and The Wellcome Trust have given the Host Institution notice in writing that it is failing to protect, manage and exploit such IP to the Academy's and The Wellcome Trust's satisfaction. However, the Academy and The Wellcome Trust may exercise such right sooner where it reasonably considers that the opportunity to protect, manage or exploit such IP for the public benefit could be lost if more immediate action is not taken. The 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 and The Wellcome Trust in such protection and exploitation.

(iv) If the Host Institution wishes to use any third party to carry out its obligations with respect to this paragraph 13, then it must provide details of the proposed third party to the Academy and The Wellcome Trust and obtain the Academy's and The Wellcome Trust's prior written approval to such third party carrying out exploitation activities with respect to IP arising from the Grant.

(v) The Host Institution should deal with the Academy in the first instance in all matters relating to paragraph 13.

Annex 1: 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).

Award Letter

The letter from the Academy to the INSPIRE lead specifying the amount of the Grant that has been awarded.

Expenditure and Progress Reports (including Final Expenditure and End of Grant Report)

Forms on which the Host Institution and the INSPIRE lead report on the expenditure of the Grant and progress of activities funded by the Grant. They include:

- 1) A comparison of i) actual expenditure of the Grant and ii) the total amount awarded by the Academy in respect of the Grant.
- 2) An explanation for any variance between 1i) and 1ii) above as requested by the Academy.
- 3) Any further information that the Academy requests from the Host Institution.
- 4) Detail of the progress of activities.
- 5) Relevant monitoring and evaluation information as outlined in the INSPIRE monitoring and evaluation guidelines.

Grant

The grant described in the Award Letter.

Grant Period

The period of the Grant set out in the Award Letter, commencing on the start date confirmed by the Host Institution in the manner indicated by the Academy.

Host Institution

The university, institution, medical school, research council or other body at which some or all of the activities funded by the Grant will be carried out or which employs the INSPIRE lead.

INSPIRE lead

The applicant delivering the activities as specified in the Application Form and Award Letter.

Intellectual property (IP)

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

Outputs

These include all discoveries, inventions, results, data, analyses, conclusions, designs, formulae, processes, specifications, reports, methods, know-how, drawings, samples,

publications and other information and/or materials in any form, relating to, arising out of or created in connections with the activities described in the Grant Application and Award Letter.

PubMed Central

A free digital archive of biomedical and life science journal literature operated by the National Center for Biotechnology Information, a division of the U.S. National Library of Medicine.

The Wellcome Trust

The Wellcome Trust (a charity registered in England with number 210183), acting through its trustee, The Wellcome Trust Limited (a company registered in England with number 2711000).

Europe PubMed Central

A European counterpart of PubMed Central developed by The Wellcome Trust and various funding partners.