

Academy of Medical Sciences and the Health Foundation Clinician Scientist Fellowships

Grant 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 applicant is aware of and complies with these Grant Conditions.

Clinician Scientist Fellowships are supported by the Health Foundation, an independent charity working to improve the quality of healthcare in the UK.

Definitions can be found at paragraph 13.

1. Employment

For the avoidance of doubt, neither the Academy nor the Health Foundation will act as an employer of the Applicant either as a result of making the Grant or otherwise.

2. 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>

The Academy supports the RCUK Concordat for Engaging the Public with Research which presents guidelines for research organisations, researcher managers and supporters and researchers themselves to strengthen existing good practice in public engagement. Host Institutions should ensure this guidance is followed to foster a research culture that values, recognises and supports public engagement.

The Academy is also one of over 40 organisations committed to developing a Concordat setting out how organisations can be more open about the ways in which animals are used in scientific, medical and veterinary research in the UK. Further information on this concordat will be sent to grant holders in spring 2014. It is expected that Host institutions will embrace the principles set out in this concordat.

(ii) The Host Institution 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 licenses 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 regulation 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).

(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 the 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 Period.

(v) The Host Institution shall ensure that ethical approval for the research funded by the Grant allows the Academy to inspect all records and data collected by the Applicant, including recordings and transcripts of interviews with patients and others.

(vi) The Host Institution shall 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;
- health and safety;
- data protection;
- clinical practice;
- the research governance framework. Under this framework, the Host Institution will act as the sponsor to the research supported by the Grant.

3. Audit

(i) The control of expenditure to be funded by the Grant must be governed by the normal standards and procedures of the Host Institution and must be 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 shall have the right to request from the Host Institution, at any time, any financial information in respect of the Grant or the activities it supports; and/or to ask for confirmation from the external auditors of the Host Institution, that the external auditors have signed their opinion on the annual accounts of the Host Institution without qualification; and 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 it for auditors and other personnel from or appointed by the Academy at any time (at the Academy's expense), if requested. 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 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 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.

(vi) The Applicant shall keep and maintain reasonable, full and accurate records of all activities undertaken, data collected, and material produced during the research and shall permit the Academy to take copies of records at its reasonable request during the Grant Period.

4. Administration

(i) Payment of the Grant will not be made until the Host Institution has formally accepted the Grant and the conditions under which it is awarded.

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

(iii) The Academy shall pay the Grant to the Host Institution in the instalments set out in the Award Letter, subject to:

- (a) satisfactory reports being submitted by the Applicant and the Host Institution in accordance with these Grant Conditions and the timetable set out in the Award Letter; and

- (b) the Academy having received sufficient cleared funds from the Health Foundation to pay the relevant instalment.
- (iv) The Host Institution must ensure that adequate and appropriate resources are provided to support the project described by its title in the Award Letter.
- (v) The Grant offer should be accepted and activated within six months of the Award Letter. If this is not the case the Host Institution and Applicant must seek and receive (from the Academy) written approval for an extension of the Grant offer.
- (vi) Payment of the salary associated with the Grant will normally be made quarterly in arrears, upon receipt of invoice. Payment of the award support costs (e.g. research consumables) associated with the Grant will normally be made annually in advance, upon receipt of invoice.
- (vii) Grant payments associated with specific expenditure may only be applied by the Host Institution in relation to the specific costs for which that payment was received. For example, payments to cover research consumables may not be used to pay the Applicant's salary.
- (viii) The Host Institution and Applicant must make Annual Researchfish Research Output Submissions by reporting on their progress annually via Researchfish (www.researchfish.com), an online research reporting tool, as well as submit Annual Expenditure Reports and a Final Expenditure Report (the latter within three months of the end of the project) as required by the Academy, unless otherwise stated in the Award Letter.
- (ix) The Academy has the right to seek reimbursement in the event of an overpayment to any Academy grant made to the Host Institution, including by setting such overpayment off against payments due under other Academy grant programmes to the Host Institution. The Academy also has a right to refuse applications from the Department or Host Institution where it is concerned about an aspect of any Expenditure Reports and Annual Researchfish Research Outputs Submissions or in the event of non-delivery of such reports.
- (x) In the event that submission of the Expenditure Reports and Annual Researchfish Research Outputs Submission is delayed, further applications from the Applicant or the Host Institution for Academy funding or funding from the Health Foundation will not be accepted until such Report has been received, unless the Academy and the Health Foundation agree otherwise.
- (xi) The Expenditure Reports must be signed by the head of the department of the Host Institution in which the Grant is held. By signing the Report, the head of department confirms that all research publications associated with the Grant, as reported through Researchfish, will be made freely available for the Europe PubMed Central repository as soon as possible and in any event, within six months of publication. The Academy supports

the principles of the Wellcome Trust's Open Access Policy. Details of the policy can be found on their website:

<http://www.wellcome.ac.uk/About-us/Policy/Policy-and-position-statements/WTD018855.htm>

(xii) The completed Final Expenditure Report received by the Academy represents 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 Final Expenditure Report and the final Annual Researchfish Research Outputs Submission.

(xiii) In the event that the Applicant 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 within 3 months of the end of the Grant Period, unless otherwise agreed with the Academy in writing.

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

5. 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 it using these procedures.

(ii) The Host Institution must ensure that equipment purchased with Academy funds is appropriately insured and maintained throughout its useful life.

(iii) Equipment funded by the Grant is awarded to the Host Institution Department specifically for the 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).

(iv) Equipment purchased from Grant Funds is held on trust for the Health Foundation and the Health Foundation reserves the right, should any of the Grant not be expended in accordance with these terms, to take ownership of any Equipment purchased with Grant monies to clawback funds improperly spent.

6. 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. Communications staff at the Health Foundation and the Academy should be informed of any press activity associated with publications in a timely manner.

(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 7 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.

(iv) To assist in tracking the outputs of research to which they have contributed either wholly or in part, the Health Foundation and the Academy must be acknowledged in all publications. Any such acknowledgement must use the following wording:

When referring to the researcher

[Researchers name] is a Health Foundation/Academy of Medical Sciences Clinician Scientist Fellow.

When referring to the funded research

This research is funded as part of the Health Foundation's Clinician Scientist Fellowship programme, supported by the Academy of Medical Sciences.

The following shorter version may be used when space is restricted:

This Clinician Scientist Fellowship is supported by the Health Foundation and the Academy of Medical Sciences

When referring to the supporting organisations

The Health Foundation is an independent charity working to improve the quality of healthcare in the UK.

The Academy of Medical Sciences promotes medical science and its translation into benefits for society.

When acknowledgements include logos, both the Health Foundation's and Academy's logos must be displayed in accordance with the branding guidelines of each organisation.

(v) The Host Institution and Applicant must consult with the Academy in a timely manner on any press statements that may be issued about the Grant or the findings from the activities funded by the Grant.

(vi) The Health Foundation and the Academy may want to communicate about the Grant, for example, to promote the findings from research funded by the Grant. While the Applicant will have sign off on the factual detail, the Health Foundation and the Academy retain the right to determine style and structure in accordance with their communication aims. The Health Foundation and the Academy will work with the Applicant, letting them know about plans for communication, such as a press release, and will share any communications materials about the research arising from the Grant for comment from the

Applicant, agreeing a reasonable timeframe for response. If the Applicant does not meet the deadlines agreed with the Health Foundation and the Academy, the Health Foundation and the Academy have the right to proceed with the communications activity.

7. Intellectual property and commercial activities

(i) The Academy and the Health Foundation require the Host Institution to develop and implement strategies and procedures for the identification, protection, management and exploitation of Grant-funded intellectual property (IP) arising from this grant. The Academy and the Health Foundation also require the Host Institution to ensure that all persons in receipt of the Grant funding or working on an activity funded under the Grant (including employees, students, visiting fellows and subcontractors) are employed or retained on terms that vest in the Host Institution all IP arising from the Grant.

(ii) Should any Grant-funded IP arise from the Grant, then the Academy and the Health Foundation require the 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 Host Institution considers that this is an appropriate means, then the Host Institution must seek the prior written consent of the Academy and the Health Foundation (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. As a condition of granting consent, the Academy and the Health Foundation will require the Host Institution to accept revenue and equity sharing terms of the Health Foundation that are in place at the time.

(iii) If the Host Institution does not protect, manage or exploit any Grant-funded IP arising out of the Grant to the reasonable satisfaction of the Academy and the Health Foundation then the Academy and the Health Foundation shall have the right, but not a duty, to protect, manage and exploit such Grant-funded IP. Unless the Academy and the Health Foundation reasonably consider 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 and the Health Foundation have given the Host Institution notice in writing that it is failing to protect, manage and exploit such Grant-funded IP to the Academy's and the Health Foundation's satisfaction. 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 Health Foundation 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 7, then it must provide details of the proposed third party to the Academy and the Health Foundation and obtain the Academy's and the Health Foundation's prior written approval to such third party carrying out exploitation activities with respect to Grant-funded IP.

(v) The Host Institution should liaise with the Academy in the first instance in all matters relating to paragraph 7.

8. Limitation of liability

- (i) Neither the Academy nor the Health Foundation accept any responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the activities funded by the Grant. Neither the Academy nor the Health Foundation will indemnify the Host Institution, 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 Host Institution may be liable as an employer or otherwise or for which any such person may be liable.
- (ii) The Academy accepts no liability (financial or otherwise) for:
- (a) any failure to pay any instalment of any part of the Grant on the due date;
 - (b) any suspension of Grant payments as a result of the Academy not receiving cleared funds from the Health Foundation; or
 - (c) any termination of the Grant in accordance with these Grant Conditions.

9. Variation and termination

- (i) The Academy reserves the right to amend these Grant Conditions and any terms and conditions in the Award Letter. Any change to the Grant Conditions 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 Institution (or the Applicant if appropriate) must inform the Academy without delay of any change to the status of the Host Institution or the Applicant which might affect their ability to comply with these Grant Conditions.
- (iv) The Applicant must inform the Academy as soon as practicable of any significant divergence from the original aims and directions of the research (including expenditure where it diverges by >£5000 or more) that is being funded by the Grant. In the case of research involving the use of animals, the Applicant and the Host Institution must inform the Academy of any significant increase to the number of animals originally funded by the Grant.
- (v) The Academy reserves the right to terminate the Grant on notice with immediate effect.
- (vi) The Academy reserves the right to terminate the Grant immediately should the Applicant or the Host Institution take any action or fails to take any action which brings, or may bring, the Academy or the Health Foundation into disrepute.

10. No assignment

The Applicant and the Host Institution may not assign the benefit or obligations under the Award Letter and Grant Conditions without the prior written consent of the Academy.

11. Governing law and jurisdiction

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

12. Data protection

The Academy and the Health Foundation may publish basic details of successful awards and/or anonymise your personal data for research and statistical purposes. The Academy and the Health Foundation may also release details of successful awards (including your name, Institution, project title, and the scientific abstracts and lay summaries of your research) into the public domain (e.g. via the internet or via publicly accessible databases). The Academy and the Health Foundation may contact you about other award schemes or initiatives that may be of interest to you, or for your views on our schemes and processes.

13. 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).

Annual & Final Expenditure Reports

Forms on which the Host Institution and Applicant report on the expenditure of the Grant. They include:

- 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; and
- 3) any further information that the Academy requests from the Host Institution.

Annual Researchfish Research Outputs Submissions

Detail of the progress and findings of the research together with detail of the Applicant's future research and career plans (at an appropriate time on the Grant), submitted annually through an online research outputs system called Researchfish (www.researchfish.com).

Applicant

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

Award Letter

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

Grant

The grant described in the Award Letter.

Grant-Funded IP

Intellectual property that is, or has been, created, exemplified or developed (whether in whole or in part) from the research that this grant has supported funds. Unless specified otherwise in the Award Letter this does not include the copyright in artistic works, books, articles, scientific papers, lectures or audio or visual aids to the giving of lectures or teaching.

Grant Period

The period commencing on the Grant Start Date on the Grant Acceptance Form and ending on the date on which the Academy confirms in writing to the Applicant and the Host Institution that the Final Expenditure Report and final Annual Researchfish Research Outputs Submission have been received and reviewed as satisfactory.

The Health Foundation

The Health Foundation is a registered Charity No. 286967, and is registered as a Company limited by guarantee in England & Wales No. 1714937.

Host Institution

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

Intellectual property (IP)

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

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.

Europe PubMed Central

A European counterpart of PubMed Central developed by the Academy and various funding partners.