

## Springboard

### Award Terms and Conditions

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

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

Applicants and Host Institutions (Head of Department) must confirm on application that they have read and accept the Academy's Springboard Award Terms and Conditions on behalf of the Host Institution and that, if the Award is granted, the research will be accommodated by and administered in the Host Institution in accordance with these Award Conditions.

Definitions can be found at paragraph 12.

## 1. Employment

- i. The Host Institution is the employer of the Applicant and any other persons employed in relation to the research funded by the Award. For the avoidance of doubt, neither the Academy nor the Trust employ the Applicant or any staff/students paid or funded in any way by the Host Institution from the Award's funds.
- ii. The Award may not be used to pay the personal salary costs of the Applicant.
- iii. Research assistants, PhD students or postdoctoral staff etc employed by the Host Institution may only be remunerated from the Award's funds if this has been requested in the application form and approved by the Academy.
- iv. Where Award funds are used to remunerate or fund PhD students, the Host Institution commits to financially support those PhD students after the end of the Award, if other funds are not available to those PhD students.

## 2. Research practice

- i. The Host Institution should endorse the commitments of the Concordat to Support Research Integrity <http://www.universitiesuk.ac.uk/highereducation/Documents/2012/TheConcordatToSupportResearchIntegrity.pdf>  
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 Academy supports a number of other Concordats and the Host Institution 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 Institution and the Host Institution will, where possible, also endorse its commitments. (<http://www.acmedsci.ac.uk/careers/funding-schemes/grants-management/concordats-and-grants-policies/>)
- iii. The Host Institution must ensure that before the research funded by the Award commences and during the full Award 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 Award 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 involved.
  - iv. 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 Award 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). The Host Institution will use its 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.
  - v. 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 Award, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Award Period.
  - vi. The Host Institution shall ensure that the activities funded by the Award 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 Award.

### **3. Audit**

- i. The control of expenditure to be funded by the Award 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 Award 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 awards

- 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 Award 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 Award. Where elements of expenditure under the Award 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 Award.
  - iv. The Academy shall have the right, at its discretion and expense, to audit (directly or via third parties engaged by it) the Award, income and expenditure in relation to the activities funded by the Award and/or the systems used by the Host Institution to administer Academy awards at any time.
  - v. The Host Institution should maintain a separate accounting cost code specific to the Award, and all costs and income properly relating to the Award 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.

#### **4. Administration**

- i. Payment of the Award will not be made until the Host Institution has formally accepted the Award and the conditions under which it is awarded.
- ii. The Host Institution must ensure that the Award 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 project described by its title in the Award Letter.
- iv. The Award offer should be accepted and activated within six months of the Award Letter. If this requirement cannot be met, the Host Institution and Applicant must seek and receive from the Academy written approval for an extension of the Award offer.
- v. Payment of the Award will normally be made in whole and in advance.
- vi. The Host Institution and Applicant must make Annual Researchfish Research Output Submissions by reporting on their progress by 31 March every year via Researchfish ([www.researchfish.com](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 your Award end date is 31 Sep 2016, your final mandatory Annual Researchfish Research Output Submission will be mid-January to end-March 2017). The submission may require the Host Institution and the Applicant to confirm how they are complying with the commitments set out in the Concordats. A Final Expenditure Report must be submitted (via a MS Word form that can be downloaded from the Academy's website) within three months of the end of the project.
- vii. The Academy requests that the Applicant continues to make Annual Researchfish Research Output Submissions for three years beyond the lifetime of the Award, on

- a voluntary basis. This will help the Academy to assess the impact of the scheme in the longer term and potentially help to develop new schemes.
- viii. The Academy has the right to seek reimbursement in the event of an overpayment of any Academy award 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 Final Expenditure Report and Annual Researchfish Research Output Submissions or in the event of non-delivery of such reports.
  - ix. 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 Institution for Academy funding or funding from the Trust will not be accepted until such Report/Submission has been received, unless the Academy and the Trust agree otherwise.
  - x. Annual Researchfish Research Output Submissions must be approved, and the Final Expenditure Report must be signed by, the head of the department of the Host Institution in which the Award is held. By signing the Report, the head of department confirms that all research publications associated with the Award comply with the Academy's [Open Access policy](#) and will be made freely available for the Europe PubMed Central repository as soon as possible and in any event, within six months of publication. Full details of Academy's Open Access policy can be found on our website. The Academy and the Wellcome Trust reserve the right to not permit inclusion of any non-compliant publications funded through this Award in any application submitted to them in the future, and such papers can be discounted from consideration of a researcher's track record.
  - xi. In the event that the Applicant completes the activities funded by the Award without spending the full amount of the Award, the Host Institution must repay all unspent sums to the Academy and the Academy will not be obliged to make any further payments to the Host Institution in respect of the Award.
  - xii. The completed Final Expenditure Report and Final Annual Researchfish Research Output Submission received by the Academy represent the final statement of expenditure of the Award. The Academy is not obliged to make any further payments in respect of the Award once it has received such report.
  - xiii. If all or any part of the Award is used in breach of these Award Conditions, the Host Institution shall repay the Academy, within 30 days of receipt of written notice from the Academy, such amount of the Award that was, in the reasonable opinion of the Academy, used in breach of these Award Conditions.

## 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 Award is acquired by it using these procedures and in a manner that delivers value for money.
- 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 Award 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).

## 6. Publication and publicity

- i. The findings from research funded by the Award 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 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 Award, 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, the contribution of all supporters of the research, namely the Academy and the Trust, must be acknowledged in all publications. Any such acknowledgement shall include the full name of the Academy and the Trust, (acronyms where space is limited), followed by the grant number in square brackets, and the said contribution shall be referred to as "supported by" rather than "sponsored by". If any acknowledgement includes logos of the supporters of the research, logos of the Academy and the Trust must be displayed in accordance with the respective branding guidelines of the Academy and the Trust from time to time.
- v. The Host Institution and Applicant must consult with the Academy on any press statements that may be issued about the Award or the findings from the activities funded by the Award.

## 7. Intellectual property and commercial activities

- i. The Academy and the Trust require the Host Institution to develop and implement strategies and procedures for the identification, protection, management and exploitation of Award-funded intellectual property (IP) arising from this Award. The Academy and the Trust also require the Host Institution to ensure that all persons in receipt of the Award funding or working on an activity funded under the Award (including employees, students, visiting fellows and subcontractors) are employed or retained on terms that vest in the Host Institution all IP arising from the Award.
- ii. Should any Award-funded IP arise from the Award, then the Academy and the Trust require the Host Institution to consider whether the protection, management and exploitation of such Award-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 Trust (not to be unreasonably withheld) before it makes any commercial use of, or grants to any third party, any exploitation rights over such Award-funded IP. As a condition of granting consent, the Academy and the Trust will require the Host Institution to accept revenue and equity sharing terms of The Wellcome Trust that are in place at the time.
- iii. If the Host Institution does not protect, manage or exploit any Award-funded IP arising out of the Award to the reasonable satisfaction of the Academy and the Trust, then the Academy and the Trust shall have the right, but not a duty, to

- protect, manage and exploit such Award-funded IP. Unless the Academy and the Trust 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 Trust have given the Host Institution notice in writing that it is failing to protect, manage and exploit such Award-funded IP to the Academy and the Trust'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 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 7, then it must provide details of the proposed third party to the Academy and the Trust and obtain the Academy and the Trust's prior written approval to such third party carrying out exploitation activities with respect to Award-funded IP.
  - v. The Host Institution should deal with the Academy in the first instance in all matters relating to paragraph 7.

## **8. 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 Award. The Academy will not indemnify the Host Institution, any Applicant or any other person working on the Award (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.

## **9. Variation and termination**

- i. The Academy reserves the right to amend these Award Conditions, any terms and conditions in the Award Letter and the Policies and Positions for Awards. Any change to the Award Conditions or the Policies and Positions for Awards will be notified on the Academy's website.
- ii. In the event of any conflict between the provisions of these Award 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 Award 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) that is being funded by the Award. 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 Award.

- v. The Host Institution and/or the Applicant (as the case may be) 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 Academy reserves the right to terminate the Award on notice with immediate effect.

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

These Award 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 Award Conditions.

## **11. Data protection**

The Academy and the Trust may publish basic details of successful Awards and/or anonymise your personal data for research and statistical purposes. The Academy and the Trust 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 (i.e. via the internet or via publicly accessible databases). The Academy and the Trust (or a third party commissioned by the Academy and the Trust) 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.

## **12. 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 Researchfish Research Output Submission***

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

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

### ***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 Award.

**Concordat**

Any Concordat or Declaration or similar joint statement of principles which the Academy may from time to time endorse, a full list of which is set out on its website. At the date of this Award, these include:

- Concordat on Openness on Animal Research in the UK
- Declaration on Research Assessment
- The Concordat to Support Research Integrity
- The Concordat to Support the Career Development of Researchers
- The Concordat for Engaging the Public with Research

**Award**

The award described in the Award Letter.

**Europe PubMed Central**

A European counterpart of PubMed Central; Europe PubMed Central is an online database that offers free access to a large collection of biomedical research literature.  
(<https://europepmc.org/>)

**Final Expenditure Report**

Form on which the Host Institution and Applicant report on the expenditure of the Award, including:

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

**Award-Funded IP**

Intellectual property that is, or has been, created, exemplified or developed (whether in whole or in part) from the research that this Award 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.

**Award Period**

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

**Host Institution**

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

**Intellectual property (IP)**

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

***the 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.