

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

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These Grant Conditions, together with the accompanying Award Letter and Grant Acceptance Form set out the terms and conditions on which the Grant is made by the Academy to the UK Host Institution in relation to the award of the Newton Advanced Fellowship to the Applicant to undertake research at the Overseas Host Institution.

The UK Host Institution and the Overseas Host Institution (together referred to as the “Host Institutions”) must ensure that the Applicant is aware of and complies with these Grant Conditions.

Definitions can be found at paragraph 12.

### 1. Employment

- i. The Overseas Host Institution is the Applicant’s employer in relation to the Grant. For the avoidance of doubt, neither the Academy nor the UK Host Institution are the Applicant’s employer with respect to the Grant.

### 2. Research practice

- 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.  
<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 its commitments. (<https://acmedsci.ac.uk/grants-and-schemes/grant-schemes/information-for-awardees/policies-and-concordats-for-awardees>)
- iii. The UK Host Institution shall require the Overseas Host Institution to sign the agreement set out in the Appendix to these Grant Conditions (“**the Agreement**”) and return it to the UK Host Institution before the UK Host Institution transfers any part of the Grant payment to the Overseas Host Institution and before the research funded by the Grant commences. The Agreement confirms that, for the duration of the Grant Period:
  - All the necessary legal and regulatory requirements in order to conduct the research in the Overseas Host Institution’s country of residence have been met and that 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 Overseas Host Institution’s country of residence, such legal and regulatory requirements and such licences and approvals obtained should include those applicable in the additional countries in which the research is taking place (including, if relevant, the UK).
  - 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). The Overseas 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.

- Formal written procedures are in place for managing the process for obtaining any necessary or appropriate ethical approval in their respective jurisdictions for the research funded by the Grant.
- All 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; and
  - the research governance framework.

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

- iv. The UK Host Institution must have obtained any licences required and ensure it has complied with all legal and regulatory requirements for any part of the research that may be conducted in the UK to be undertaken. The UK Host Institution must also have formal written procedures in place to manage the process for obtaining any necessary or appropriate ethical approval in the UK 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 Institutions and Applicant must ensure that the Grant is used for the purposes of training the Applicant and developing scientific research capacity in the country of the Overseas Host Institution through collaboration. The Grant may not be used to support training of UK based scientists. The Applicant will be the principal Applicant, and the Grant will be administered by the UK Host Institution.

### **3. 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 maintaining an appropriate anti-fraud and corruption control environment.
- 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; and/or 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.
- iii. 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), 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 Institutions shall 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 respective Host Institutions to administer the Grant at any time.
- v. 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.

#### **4. Administration**

- i. Payment of the Grant will not be made by the Academy to the UK Host Institution until the Applicant, the UK Co-Applicant and 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 will not transfer the Grant to the Overseas Institution until the Overseas Host Institution has signed, dated and returned the Agreement (Appendix) to the UK Host Institution.
- iii. The Host Institutions must ensure that the Grant is used for the purposes for which it is awarded.
- 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 must ensure that adequate and appropriate resources are provided to support the research project funded by the Grant as described in the Award Letter.
- vi. The Grant offer should be accepted in accordance with 4i above by the date stated in the award email. If the Grant cannot be accepted by this date, the Host Institutions and Applicant must seek and receive (from the Academy) written approval for an extension of the Grant offer.
- vii. Payment of the Grant will normally be made annually and in advance.
- viii. The Host Institutions and the 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 submission may require the Host Institutions and the 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.
- ix. The Academy requires the Applicant to continue to make Annual Researchfish Research Output Submissions for five years after the Award Period. This will help the Academy to assess the impact of the scheme in the longer term and potentially help to develop new schemes.
- x. 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.
- xi. 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.

- xii. 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 Institutions in which the Grant is held.
- xiii. 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.
- xiv. 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.
- xv. If any amount of the Grant is not used in accordance with these Grant Conditions, the UK Host Institution agrees to repay such amount promptly to the Academy.

## **5. Equipment**

- i. The Overseas Host Institution must ensure that it 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.
- ii. The Overseas Host Institution must ensure that Equipment is appropriately insured and maintained throughout its useful life.
- iii. Equipment purchased by the Overseas Host Institution Department must be specifically for the purposes of 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) during the Grant Period.
- iv. After the research project funded by the Grant has ended, the Overseas Host Institution is free to use the Equipment purchased for less than £10,000 (Ten Thousand Pounds) (gross) without reference to the Academy, but it is nevertheless expected to maintain it for research purposes for as long as is practicable.
- v. If the Overseas Host Institution wishes to purchase any Equipment which costs in excess of £10,000 (Ten Thousand Pounds) (gross), 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.
- vi. The Academy shall then direct the Overseas Host Institution, in writing, whether and how:
  - the Overseas Host Institution is required to contribute to the purchase price of the Equipment; and
  - the Equipment may be used and retained by the Overseas Host Institution at the end of the Grant Period.

## **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.
- 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. 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](#). 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. 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.
- iv. The Host Institutions and Applicant must consult with the Academy on any press statements that may be issued about the Grant or the findings from the activities funded by the Grant.

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

- i. The Host Institutions shall develop and implement joint strategy and procedures for the identification, protection, management and exploitation of intellectual property arising from research funded by this Grant ("**IP**").
- ii. All and any IP arising from research funded by the Grant is owned by the Overseas Host Institution. The rights and mechanisms for exploiting such IP shall rest with the Host Institutions in the manner set out in a formal collaboration agreement, to be agreed between the Host Institutions (the "Collaboration Agreement"), provided that should any provisions of a Collaboration Agreement conflict with these Grant Conditions or the Award Letter, the terms of the Grant Conditions or the Award Letter shall prevail.
- iii. The UK Host Institution shall send a copy of any Collaboration Agreement entered into pursuant to these Grant Conditions, signed by both Host Institutions, to the Academy within one calendar month of the date of the Collaboration Agreement.
- iv. Arrangements for collaboration and/or exploitation 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.
- v. Any Collaboration Agreement entered into pursuant to these Grant Conditions shall include a right for the Academy to require the Overseas Host Institution to grant it a licence to exploit any IP arising from the Grant so that the Academy can arrange for it to be exploited for the wider benefit, should the Academy consider, in its absolute discretion, that such IP is not being (or is not able to be) properly exploited by the Host Institutions under the Collaboration Agreement.
- vi. Any Collaboration Agreement shall 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. The Host Institutions must ensure that all those associated with the research are aware of, and accept, these arrangements.

## **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 Grant. 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.

## **9. 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 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.
- 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 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 Grant. In the case of research involving the use of animals, the Applicant and the Host Institutions must inform the Academy of any significant increase to the number of animals originally funded by the Grant.
- vi. 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.
- vii. The Academy reserves the right to terminate the Grant on notice with immediate effect.
- viii. In the event that the Academy's public funding is reduced or withdrawn by 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.

## **10. 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 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.

## **11. Data protection**

- i. Information about how the Academy will use your personal data can be found in our [Privacy Policies](#) and the Grant Acceptance form in the event you are offered an award.

## **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.

### ***the Agreement***

The agreement set out in the Appendix to these Grant Conditions to be signed by the Overseas Host Institution in accordance with section two of these Grant Conditions.

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

Online interface ([www.researchfish.com](http://www.researchfish.com)) through which the Host Institutions and Applicant 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.

### ***Applicant***

The overseas 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

### ***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 Grant, 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

### ***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 Applicant 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 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.

**Intellectual property (IP)**

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

**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.

**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 Applicant.

**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.



## APPENDIX

### THE AGREEMENT

**(1) UK HOST INSTITUTION** (the "UK Host");

Name \_\_\_\_\_

Address \_\_\_\_\_

Company/Charity/Other registration number \_\_\_\_\_

**(1) OVERSEAS HOST INSTITUTION** (the "Overseas Host");

Name \_\_\_\_\_

Address \_\_\_\_\_

Company/Charity/Other registration number \_\_\_\_\_

together referred to as the parties.

#### Background

- (A) The parties have signed the Grant Acceptance Form dated [12 February 2018] agreeing to accept the Newton Advanced Fellowship terms and conditions of grant (the "**Grant Conditions**").
- (B) Section two of the Grant Conditions requires the UK Host to require the Overseas Host to sign an agreement in this form, as set out in the Appendix to the Grant Conditions and return it to the UK Host, before the research funded by the Grant commences (the "**Agreement**").

#### The parties agree as follows:

In consideration for the UK Host adhering to its obligations to administer the Grant as set out in the Award Letter and the Grant Conditions, the Overseas Host confirms to the UK Host that, for the duration of the Grant Period:

1. All the necessary legal and regulatory requirements in order to conduct the research in the Overseas Host's country of residence have been met and that 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 Overseas Host's country of residence, such legal and regulatory requirements and such licences and approvals obtained should include those applicable in the additional countries in which the research is taking place (including, if relevant, the UK).

2. Research involving the use of animals complies at all times with the relevant laws and regulation in the country in which the research is taking place. The Overseas Host 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.
3. It has formal written procedures in place for managing the process for obtaining any necessary or appropriate ethical approval in their respective jurisdictions for the research funded by the Grant.
4. All the activities funded by the Grant are at all times conducted in accordance with all applicable laws, regulations, codes of practice and guidelines including relevant in the Overseas Host's country including, amongst others, those relating to:
  - (a) employment;
  - (b) health and safety;
  - (c) data protection;
  - (d) clinical practice; and
  - (e) the research governance framework (if any).

All definitions used in this Agreement have the same meaning as in the Grant Conditions.

Signed for and on behalf by the Overseas Host:

Name of Authorised Signatory:

Date: