

Academy of Medical Sciences (AMS) Professorship Scheme

Award Terms and Conditions

These Award Conditions, together with the accompanying Award Letter and Award Acceptance Form and the Policies and Positions for Awards 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 AMS Professorship Scheme 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 Scheme Funder(s) employ the Applicant or any staff/students paid or funded in any way by the Host Institution from the Award's funds. The Host Institution must ensure that it complies with any relevant employment law and regulations.
- ii. The Award may not be used to pay the personal salary costs of the Applicant.
- iii. 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. Legal Compliance, Research practice and Governance

- i. The Host Institution must 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 (including the Equality Act 2010)
 - 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.
- ii. 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 and are in place at all times during the Award Period. 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.
- 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 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). Any Host Institution based in the UK 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.
 - 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 Award, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Award Period.
 - v. 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>
 - vi. 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/>)

3. Audit

- i. The control of expenditure to be funded by the Award must be governed by the formal standards and procedures of the Host Institution and must be covered by any formal audit and control arrangements that exist in the Host Institution. This should include standards and procedures for monitoring and preventing fraud, tax evasion, bribery and other corrupt practices.
- ii. The Academy shall have the right to request from 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) or the Scheme Funder(s), 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, the books records and other documents relating to 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.
- vi. The Host Institution must notify the Academy of any changes in its bank details during the Award Period.
- vii. The Host Institution must give all reasonable assistance to the Academy and/or the Scheme Funder(s) in complying with its and/or the Scheme Funder(s)'s legal requirements relating to accounts, audit or examination of accounts, annual reports, annual returns and other reporting obligations (including obligations under the Freedom of Information Act 2000 (if any)).

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 and facilities are provided to support the project described by its title in the Award Letter throughout the Award Period.
- iv. The Host Institution and Applicant must make Annual Researchfish Research Output Submissions by reporting on their progress by 31 March every year of the Award via Researchfish (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 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 Award Period.
- v. 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.

- vi. The Academy has the right to seek reimbursement in the event of an overpayment of any Award made to the Host Institution, including by setting such overpayment off against payments due under other Academy grant programmes to the Host Institution.
- vii. In the event that submission of the Final Expenditure Report and Annual Researchfish Research Output Submissions is delayed, further applications from the Applicant or the Host Institution for Academy funding or funding from the Scheme Funder(s) will not be accepted until such Final Expenditure Report and/or Annual Researchfish Research Output Submission has been received, unless the Academy and the Scheme Funder(s) agree otherwise.
- viii. 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 Final Expenditure Report, the head of department of the Host Institution confirms that all research publications associated with the Award comply with the Academy's [Open Access policy](#) and will be made available in accordance with paragraph 6. The Academy and the Scheme Funder(s) 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.
- ix. 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.
- x. The completed Final Expenditure Report and final Annual Researchfish Research Output Submission (following the end of the Award Period) 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 the Final Expenditure Report.
- xi. The Host Institution will be responsible for any expenditure on activities funded by the Award which exceed the amount of the Award.
- xii. 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.
- xiii. If required by the Academy, the Host Institution must send the Academy (or any of the Scheme Funder(s) report(s) (in the form required by the Academy or any Scheme Funder(s)) on the management and commercialisation of Award-Funded IP until such time as the Award-Funded IP has expired.

5. Equipment

- i. The Host Institution must ensure that it has in place clearly defined procedures for the procurement of equipment and services and that equipment and services funded by the Award is acquired/procured by it using those procedures and in a manner that delivers value for money. Contracts for services and equipment shall be procured by the Host Institution on a competitive basis, unless there are good reasons to the contrary.
- ii. The Host Institution must ensure that equipment funded by the Award is appropriately insured and maintained throughout its useful life.

- iii. Equipment funded by the Award is awarded to the Host Institution 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 and commercialisation of any intellectual property, in accordance with paragraph 7 below.
- iii. All research papers that have been accepted for publication in a peer-reviewed journal or as a scholarly monograph or book chapter, 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](#). All research papers supported in whole or in part by the Award are required to be made freely available through PubMed Central (PMC) and Europe PMC by the official final publication date (or such later date as may be set out in the Academy's Open Access Policy and is agreed by the Academy).
- 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 scheme, namely the Academy of Medical Sciences (AMS) and , the Government Department of Business, Energy and Industrial Strategy (BEIS) must be acknowledged in all publications. Any such acknowledgement shall include the full name of the Academy and the Scheme Funder(s), (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 Scheme Funder(s) must be displayed in accordance with the respective branding guidelines of the Academy and the Scheme Funder(s) that exist at that time, or in accordance with such other instructions as the Academy and/or Scheme Funder may notify to the Applicant and the Host Institution.
- 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 Scheme Funder(s) require the Host Institution to develop and implement strategies and procedures for the identification, protection, management and commercialisation of Award-Funded IP, which is in line with such Scheme Funder(s)'s Intellectual property policies, as updated from time to time and/or as the Academy may notify to the Host Institution. The Academy and the Scheme Funder(s) 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 Award-Funded IP, unless the terms of paragraph 7(ii) applies.

- ii. The Host Institution may allow any third party (employee, student, visiting fellow and subcontractors), who provides access to proprietary materials (including background IP) essential to the conduct of the activities funded by the Award and which cannot reasonably be obtained from another source, to own, co-own or have rights to use the specific Award-Funded IP arising directly from the use of such proprietary materials. In making arrangements with the providers of access to any such proprietary materials, the Host Institution must ensure that the arrangements only grant rights which are reasonably proportionate to their contribution, do not unreasonably restrict or delay the publication of the research (as required in accordance with paragraph 6) and allow the commercialisation of any Award-Funded IP in line with the Policies and Positions for Awards.
- iii. Should any Award-Funded IP arise, then the Academy and the Scheme Funder(s) require the Host Institution to consider whether the protection, management and/or commercialisation of such Award-Funded IP is an appropriate means of achieving the public benefit. The Host Institution, when considering the commercialisation of the Award-Funded IP, must prioritise the delivery of public benefit, with no excessive private or personal benefit(s). If the Host Institution considers that commercialisation of the Award-Funded IP is an appropriate means of delivering public benefit, then the Host Institution must seek the prior written consent of the Academy and the Scheme Funder(s) before it commercialises or grants to any third party the right to commercialise such Award-Funded IP. As a condition of granting consent, the Academy and the Scheme Funder(s) may require the Host Institution to accept revenue and equity sharing terms of the Scheme Funder(s) that are in place at the time and to report fully on the commercialisation activities to the Academy and the Scheme Funder(s) using such reporting mechanism as they may require.
- iv. If the Host Institution does not protect, manage or commercialise any Award-Funded IP to the reasonable satisfaction of the Academy and the Scheme Funder(s), then the Academy and the Scheme Funder(s) shall have the right, but not a duty, to protect, manage and commercialise such Award-Funded IP. The Academy and the Scheme Funder(s) may immediately take steps to protect, manage and commercialise Award-Funded IP where they reasonably consider that the opportunity to protect, manage or commercialise such Award-Funded IP could be lost. In all other circumstances, the Academy and the Scheme Funder(s) may, on giving the Host Institution six months' notice in writing, take steps to protect, manage and commercialise such Award-Funded IP. The Host Institution agrees to do, and will ensure that its employees, students and any third party do, all acts required to assist the Academy and the Scheme Funder(s) in such protection, management and commercialisation.
- v. If the Host Institution wishes to use any third party, not wholly owned or controlled by the Host Institution, 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 Scheme Funder(s) and obtain the Academy and the Scheme Funder(s)' prior written approval to such third party carrying out exploitation activities with respect to Award-Funded IP.
- vi. 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 for financial or other liabilities incurred by the Host Institution, the Applicant or any other person (including employees, students, visiting fellows and subcontractors) that may arise out of the activities funded by the Award.
- ii. 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 published on the Academy's website. Once published, any changes will apply to the Award.
- 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 including (if it has been informed) the suspension from duty or dismissal due to research misconduct, bullying or harassment of any person working in any capacity on the activities funded by the Award.
- iv. The Applicant and the Host Institution 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 and must contact the Academy immediately if any serious difficulties arise in the conduct of experiments on animals.
- v. The Host Institution and/or the Applicant must inform the Academy of any reasonable suspicion of or actual fraud, corruption or financial impropriety relating to the expenditure of the Award.
- vi. The Host Institution and/or the Applicant may not sub-contract any part of the activities funded by the Award, without first obtaining the consent in writing of the Academy. If the Host Institution or Applicant sub-contracts any part of the activities funded by the Award, the Host Institution must ensure that written terms and conditions are in place with the sub-contractor which will enable the Host Institution and the Applicant to comply in full with its obligations under the Award Conditions.
- vii. The Academy reserves the right to terminate the Award on notice with immediate effect with no liability to make any further Award payments. The Host Institution

agrees to fully indemnify the Academy in respect of any claims brought against the Academy in this regard.

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

Information about how the Academy will use personal data supplied to the Academy in connection with the Award can be found in the privacy notice which can be found at <https://acmedsci.ac.uk/privacy-policy>.

12. Definitions

the Academy

The Academy of Medical Sciences (AMS), 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) 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 [or activities] as specified in the Application Form and Award Letter.

Award

The award described in the Award Letter.

Award-Funded IP

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

The letter from the Academy to the Applicant confirming the offer of an Award.

Award Period

The period of the Award set out in the Award Letter, beginning on the date set out in the Grant Acceptance Form.

Concordat(s)

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

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.

Grant Acceptance Form

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

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.

Policies and Positions for Awards

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

the Scheme Funder(s)

- The Government Department of Business, Energy and Industrial Strategy (BEIS); and
- such other funder(s) as the Academy may from time to time notify to the Applicant and the Host Institution.