

## **Cross-Sector Experience Awards**

### **Award Terms and Conditions**

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*Please note that these are sample Terms and Conditions. The Academy has the right to change aspects of the Terms and Conditions at point of Award.*

These Award Conditions, together with the accompanying Award Letter, Award Acceptance Form and [Grants Policies and Concordats](#) set out the terms and conditions on which the Award is made by the Academy to the Administering Organisation.

The Organisation(s) must ensure that the Applicant is aware of and complies with these Award Conditions.

Applicants and Organisations (Head of Department or equivalent authority) must confirm on the application that they have read and accept the Academy's Cross-Sector Experience Awards Terms and Conditions on behalf of the Organisation(s) and that, if the Award is granted, the grant activities will be accommodated by and administered in the Administering Organisation in accordance with these Award Conditions.

Definitions can be found in paragraph 15.

### **1. Employment**

- i. The Administering Organisation is the employer of the Applicant and any other persons employed in relation to the grant activities funded by the Award. For the avoidance of doubt, neither the Academy nor the Academy's Cross-Sector Experience Awards Scheme Funders employ the Applicant or any staff/students paid or funded in any way by the Organisation(s) from the Award's funds.
- ii. Any individuals, including PhD students, employed by the Administering Organisation may only be remunerated from the Award's funds if this has been requested in the application form and approved by the Academy.
- iii. Where Award funds are used to remunerate or fund PhD students, the Administering Organisation 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 Administering Organisation 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 Administering Organisation will act as the sponsor to the research supported by the Award.

- ii. The Organisation(s) must ensure that before the grant activities funded by the Award commence and during the full Award Period, all the necessary legal and regulatory requirements in order to conduct the grant activities 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 grant activities funded by the Award are 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 Organisation(s) 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 Organisation(s) 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. This includes the use of the [ARRIVE guidelines](#) when conducting research using animals.
- iv. The Organisation(s) must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for the grant activities 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 Organisation(s) should endorse the commitments of the Concordat to Support Research Integrity (<https://www.universitiesuk.ac.uk/topics/research-and-innovation/concordat-support-research-integrity>) 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: (<https://wellcome.org/grant-funding/guidance/research-misconduct>)
- vi. The Academy supports a number of other Concordats and the Organisation(s) will review and consider these Concordats and, where possible, will endorse their commitments. When the Academy endorses or becomes a supporter of any new Concordat it will inform the Organisation(s) and the Organisation(s) will, where possible, also endorse its commitments. (<https://acmedsci.ac.uk/grants-and-schemes/grant-schemes/information-for-awardees/policies-and-concordats-for-awardees/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 Administering Organisation and must be covered by any formal audit and control arrangements that exist in the Administering Organisation. 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 Administering Organisation, 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 Administering Organisation, that the external auditors have signed their opinion on the annual accounts of the Administering Organisation 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 Administering Organisation to provide it with relevant extracts from the letter.

- iii. The Administering Organisation 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 Administering Organisation 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 Administering Organisation to administer Academy Awards, at any time.
- v. The Administering Organisation 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 Administering Organisation should ensure that appropriate records are kept to support the entries made on the cost code.
- vi. The Administering Organisation must notify the Academy of any changes in its bank details during the Award Period.
- vii. The Administering Organisation 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 Organisation(s) has formally accepted the Award and the conditions under which it is awarded.
- ii. It is the responsibility of the Administering Organisation to undertake the necessary due diligence of any other Organisations to which Award funds are being transferred to by the Administering Organisation.
- iii. The Organisation(s) must ensure that the Award is used for the purposes for which it is awarded.
- iv. The Organisation(s) must ensure that adequate and appropriate resources and facilities are provided to support the project described in the Award Letter throughout the Award Period.
- v. The Organisation(s) and Applicant must fulfill all reporting requirements as indicated in the Award Letter. An Annual Expenditure Report must be submitted each year of award, if requested, and a Final Expenditure Report must be submitted within three months of the end of the Award Period. These reports

- should be completed and submitted via the Academy's FlexiGrant system ([acmedsci.flexigrant.com](http://acmedsci.flexigrant.com)).
- vi. The Academy has the right to seek reimbursement in the event of an overpayment of any Award made to the Administering Organisation, including by setting such overpayment off against payments due under other Academy grant programmes to the Administering Organisation.
  - vii. In the event that submission of the any reporting outlined in the Award Letter is delayed, further applications from the Applicant or the Administering Organisation for Academy funding or funding from the Scheme Funder(s) will not be accepted until such reports have 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 or equivalent authority of the Organisation(s) in which the Award is held. By signing the Final Expenditure Report, the Head of Department or equivalent authority of the Organisation(s) 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 noncompliant 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 Administering Organisation must repay all unspent sums to the Academy and the Academy will not be obliged to make any further payments to the Administering Organisation in respect of the Award.
  - x. The completed Final Expenditure Report received by the Academy represents 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 Administering Organisation 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 Administering Organisation 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 Administering Organisation must send the Academy (or any of the Scheme Funder(s)) reports (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 Organisation(s) 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 Organisation(s) 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 Administering Organisation Department specifically for the Applicant's grant activities. 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. Purchase of equipment funded by the Award (wholly or partly), must be agreed in advance by the Academy if the asset has an initial cost of £138,000 (£115,000 plus VAT at 20%) or greater.

## 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 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), the Government Department of Science, Innovation and Technology (DSIT) and Wellcome must be acknowledged in all publications.
- v. 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 Administering Organisation.
- vi. The Organisation(s) 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 Organisation(s) 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 Organisation(s). The Academy and the Scheme Funder(s) also require the Organisation(s) 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 Organisation(s) all Award-Funded IP, unless the terms of paragraph 7(ii) applies.

- ii. The Organisation(s) 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 Organisation(s) 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 Organisation(s) to consider whether the protection, management and/or commercialisation of such Award-Funded IP is an appropriate means of achieving the public benefit. The Organisation(s), 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 Organisation(s) considers that commercialisation of the Award-Funded IP is an appropriate means of delivering public benefit, then the Organisation(s) 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 Organisation(s) 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 Organisation(s) 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 Organisation(s) six months' notice in writing, take steps to protect, manage and commercialise such Award-Funded IP. The Organisation(s) 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 Organisation(s) wishes to use any third party, not wholly owned or controlled by the Organisation(s), 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 Organisation(s) 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 Organisation(s), 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 Organisation(s), 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 Organisation(s) 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 Concordats for Awards](#). Any change to the Award Conditions or the [Policies and Concordats 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 Organisation(s) (or the Applicant if appropriate) must inform the Academy without delay of any change to the status of the Organisation(s) 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 misconduct, bullying or harassment of any person working in any capacity on the activities funded by the Award. Further information on the Academy's policy on bullying and harassment is found in the [Policies and concordats for Awardees](#).
- iv. The Organisation(s) (or the Applicant if appropriate) must inform the Academy if an investigation is started or a complaint is upheld against anyone funded by the Award for misconduct or bullying and harassment. The Academy understands that these disclosures may contain personal data but believes we have legitimate interest in handling this data as the outcome will have a direct impact on activities funded by the Award. The Academy's Grants Privacy Policy can be found here: <https://acmedsci.ac.uk/file-download/47815743>
- v. The Organisation(s) (or the Applicant if appropriate) must inform the Academy if there are any safeguarding concerns in relation to the activities funded by the Award. The Academy's safeguarding policy can be found here: <https://acmedsci.ac.uk/file-download/98179257>
- vi. The Applicant and the Organisation(s) 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 Organisation(s) 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.
- vii. The Organisation(s) 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.
- viii. The Organisation(s) 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 Organisation(s) or Applicant sub-contracts any part of the activities funded by the Award, the Organisation(s) must ensure that written

terms and conditions are in place with the sub-contractor which will enable the Organisation(s) and the Applicant to comply in full with its obligations under the Award Conditions.

- ix. The Academy reserves the right to terminate the Award on notice with immediate effect with no liability to make any further Award payments. The Organisation(s) agrees to fully indemnify the Academy in respect of any claims brought against the Academy in this regard.
- x. Where the award is successfully challenged and considered to be an unlawful subsidy under the terms of the Subsidy Control Act 2022 or any modification to the award causes it to become a subsidy, the Academy reserves the right to take one or more of the following actions
  - i. suspend or terminate the payment of the Award for such period as the Academy shall determine.
  - ii. reduce the amount of the Award in which case the payment of the Award shall thereafter be made in accordance with the reduction and notified to the Awardee.
  - iii. compel the Administering Organisation to repay the Academy the whole or any part of the amount of the Award previously paid to the Administering Organisation along with such interest as is or would be required under applicable law. Such sums shall be recovered as a civil debt.
  - iv. Issue a new award letter for the period of the award that is under the altered terms above.

## 10. Environmental

- i. The Organisation(s) and Applicant shall ensure that activities funded by the Award are in accordance with BEIS's environmental policy ([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/675134/beis-environmental-policy-2018.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/675134/beis-environmental-policy-2018.pdf)), which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- ii. The Organisation(s) and Applicant shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the activities funded by the Award or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- iii. The Organisation(s) and Applicant shall take all possible precautions to ensure that any equipment and materials used in the activities funded by the Award do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Academy shall be notified in advance of their use.
- iv. The Organisation(s) and Applicant shall endeavour to reduce fuel emissions wherever possible.

## 11. National Security

- i. The Organisation(s) and Applicant shall have full regard to the National Security considerations set out in the Grants Functional Guidelines published by the Cabinet Office as such may be amended from time to time.
- ii. The Organisation(s) and Applicant shall ensure that activities funded by the Award do not breach the Grants Functional Guidelines and that if any concerns



related to national security are identified in relation to the activities funded by the Award that the Academy will be notified as soon as possible.

## 12. Safeguarding provisions

- i. The Organisation(s) and the Applicant(s) must:
  - take reasonable steps to prevent actual, attempted or threatened sexual exploitation, sexual abuse or sexual harassment in relation to activities funded by the Award, in line with the Academy's Safeguarding Policy.
  - take reasonable steps to ensure that individuals are enabled to report concerns and complaints of actual, attempted or threatened sexual exploitation, sexual abuse or sexual harassment;
  - adopt and follow procedures for the reporting and investigation of actual, attempted or threatened sexual exploitation, sexual abuse or sexual harassment by its employees, including reporting matters to the relevant authorities.
- ii. The Organisation(s) and/or the Applicant(s) must report to the Academy, without delay, of any complaints of actual, attempted or threatened sexual exploitation, sexual abuse or sexual harassment:
  - about, by, or from, its employees or those representing them; or
  - where the complaint is relevant to the activities or individuals funded by the Award.

Such report must provide an outline of the complaint and details of the action being taken by the Organisation(s) or the Applicant, but shall not be required to provide any personal data.

## 13. Governing law and jurisdiction

These Award Conditions shall be governed by and construed in accordance with English law. The Organisation(s) and the Applicant irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with these Award Conditions.

## 14. 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>.

## 15. Definitions

### ***The Academy***

Academy of Medical Sciences, a charity registered in England with number 1185329 established as a Royal Charter body registered in England with number RC000905.

### ***Administering Organisation***

The university, institution, research council or other body that will receive Award funding and be responsible for its distribution according to the activities approved for the Award. The Administering Organisation may also be where some or all of the grant activities funded by the Award will be carried out and/or be who employs the Applicant.

***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 Organisation(s) 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 Organisation(s), including the extent of its compliance with any Concordat.

***Grant Acceptance Form***

The form completed by the Organisation(s) and the Applicant accepting the terms of the Award, which sets out the start date of the Award.

***Intellectual property (IP)***

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

***Organisation(s)***

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

***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/grantschemes/information-for-awardees/policies-and-concordats-for-awardees>.

***The Scheme Funder(s)***

The Government Department of Science Innovation and Technology (DSIT) and Wellcome; and such other funder(s) as the Academy may from time to time notify to the Applicant and the Organisation(s).