

## Starter Grants for Clinical Lecturers

#### **Grant Conditions**

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

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

Definitions can be found at paragraph 12.

# 1. Employment

- The grant will not cover personal salary costs of the applicant. Further, research assistants, PhD students or postdoctoral staff etc cannot be employed under the grant.
- ii. Neither the Academy nor any Funder will act as an employer with respect to the Grant.

# 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: <a href="http://www.wellcome.ac.uk/About-us/Policy/Policy-and-position-statements/WTD002756.htm">http://www.wellcome.ac.uk/About-us/Policy/Policy-and-position-statements/WTD002756.htm</a>
- 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. (<a href="http://www.acmedsci.ac.uk/careers/funding-schemes/grants-management/concordats-and-grants-policies/">http://www.acmedsci.ac.uk/careers/funding-schemes/grants-management/concordats-and-grants-policies/</a>)
- iii. The Host Institution must ensure that before the research funded by the Grant commences and during the full Grant Period, all the necessary legal and regulatory requirements in order to conduct the research are met, and all the necessary licenses and approvals have been obtained. Where any element of the research funded by the Grant is to be conducted outside the Host Institution's host country, such legal and regulatory requirements, and such licences and approvals should include those applicable in the additional countries involved.













- 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 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 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 Grant, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Grant Period.
- vi. The Host Institution shall ensure that the activities funded by the Grant are at all times conducted in accordance with all applicable laws, regulations, codes of practice and guidelines including, amongst others, those relating to:
  - employment
  - health and safety
  - data protection
  - clinical practice
  - the research governance framework. Under this framework, the Host Institution will act as the sponsor to the research supported by the Grant.

### 3. Audit

- i. The control of expenditure to be funded by the Grant must be governed by the normal standards and procedures of the Host Institution and must be covered by any formal audit arrangements that exist in the Host Institution. This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.
- ii. The Academy shall have the right to request from the Host Institution, at any time, any financial information in respect of the Grant or the activities it supports; and/or to ask for confirmation from the external auditors of the Host Institution, that the external auditors have signed their opinion on the annual accounts of the Host Institution without qualification; and the management letter from the auditors raises no matters that did or could significantly affect the administration of grants awarded by the Academy. If the auditors have raised any such matters in their management letter, the Academy may require the Host Institution to provide it with relevant extracts from the letter.
- iii. The Host Institution must provide access to accounting and other records relating to the Grant and the activities funded by it for auditors and other personnel from or appointed by the Academy at any time (at the Academy's expense), if requested. Such access must include the right to inspect any equipment or facilities acquired or funded under the Grant. Where elements of expenditure under the Grant have been subcontracted, the Host Institution should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor, relevant to the management of the Grant.













- iv. The Academy shall have the right, at its discretion and expense, to audit (directly or via third parties engaged by it) the Grant, income and expenditure in relation to the activities funded by the Grant and/or the systems used by the Host Institution to administer Academy grants at any time.
- v. The Host Institution should maintain a separate accounting cost code specific to the Grant, and all costs and income properly relating to the Grant should be accounted for through that cost code. The Host Institution should ensure that appropriate records are kept to support the entries made on the cost code.

### 4. Administration

- i. Payment of the Grant will not be made until the Host Institution has formally accepted the Grant and the conditions under which it is awarded.
- ii. The Host Institution must ensure that the Grant is used for the purposes for which it is awarded.
- iii. The 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 Grant offer should be accepted and activated within six months of the Award Letter. If this is not the case the Host Institution and Applicant must seek and receive (from the Academy) written approval for an extension of the Grant offer.
- v. Payment of the Grant 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), 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 Grant end date is 31 Sep 2015, your final mandatory Annual Researchfish Research Output Submission will be mid-January to end-March 2016). 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, as required by the Academy.
- vii. The Academy requests that the Applicant continues to make Annual Researchfish Research Output Submissions for three years beyond the lifetime of the Grant, 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 to any Academy grant made to the Host Institution, including by setting such overpayment off against payments due under other Academy grant programmes to the Host Institution. The Academy also has a right to refuse applications from the Department or Host Institution where it is concerned about an aspect of any Final Expenditure 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 any of the other Funders













- will not be accepted until such Report/Submission has been received, unless the Academy and the relevant Funders 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 Grant is held. By signing the Report, the head of department confirms that all research publications associated with the Grant 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 scheme funders reserve the right to not permit inclusion of any non-compliant publications funded through this Grant 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 Grant without spending the full amount of the Grant, 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 Grant.
- xii. 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.
- xiii. If any amount of the Grant is not used in accordance with the conditions under which the Grant is awarded, the Host Institution agrees to repay such amount promptly to the Academy.

# 5. Equipment

- i. The Host Institution must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant is acquired by it using these procedures.
- ii. The Host Institution must ensure that equipment purchased with Academy funds is appropriately insured and maintained throughout its useful life.
- iii. Equipment funded by the Grant is awarded to the Host Institution Department specifically for the Applicant's research. Written permission from the Academy must be obtained to use the equipment for any other purpose (including, to charge, hire, lend or dispose of it).

## 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. All research papers that have been accepted for publication in a peer-reviewed journal, and are supported in whole or in part by the Grant, must be made open













- access, in line with the Academy's Open Access Policy (which may from time to time be in force).
- 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, The Wellcome Trust, Medical Research Council, British Heart Foundation, Arthritis Research UK, the Royal College of Physicians and Diabetes UK must be acknowledged in all publications. Any such acknowledgement shall include the full name of the Academy, Wellcome Trust, Medical Research Council, British Heart Foundation, Arthritis Research UK, the Royal College of Physicians and Diabetes UK (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 scheme, logos of each supporter must be displayed, and in accordance with the branding guidelines of each supporter.
- v. The Host Institution 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.
- vi. The Awardee will make every effort to comply with all reasonable requests from the Academy and the Funders to speak to or attend events aimed at raising awareness or fundraising, and host visits to the laboratory facilities in which the Award research activity is being undertaken to which the Academy or the Funders may invite individuals including, but not exclusively, staff, trustees, fundraisers, spokespeople and supporters.

# 7. Intellectual property and commercial activities

- i. The Academy and funder(s) require the Host Institution to develop and implement strategies and procedures for the identification, protection, management and exploitation of Grant-funded intellectual property (IP) arising from this grant. The Academy and funder(s) also require the Host Institution to ensure that all persons in receipt of the Grant funding or working on an activity funded under the Grant (including employees, students, visiting fellows and subcontractors) are employed or retained on terms that vest in the Host Institution all IP arising from the Grant.
- ii. Should any Grant-funded IP arise from the Grant, then the Academy and funder(s) require the Host Institution to consider whether the protection, management and exploitation of such Grant-funded IP is an appropriate means of achieving the public benefit. If the Host Institution considers that this is an appropriate means, then the Host Institution must seek the prior written consent of the Academy and funder(s) (not to be unreasonably withheld) before it makes any commercial use of, or grants to any third party, any exploitation rights over such Grant-funded IP. As a condition of granting consent, the Academy and funder(s) 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 Grant-funded IP arising out of the Grant to the reasonable satisfaction of the Academy and funder(s), then the Academy and funder(s) shall have the right, but not a duty, to protect, manage and exploit such Grant-funded IP. Unless the Academy and funder(s) 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 funder(s) have given the Host Institution notice in writing that it is failing to protect, manage and exploit such Grant-funded IP to the Academy and funder(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 funder(s) 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 funder(s) and obtain the Academy and funder(s) prior written approval to such third party carrying out exploitation activities with respect to Grant-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 Grant. The Academy will not indemnify the Host Institution, any Applicant or any other person working on the Grant (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Host Institution may be liable as an employer or otherwise or for which any such person may be liable.

#### 9. Variation and termination

- i. The Academy reserves the right to amend these Grant Conditions, any terms and conditions in the Award Letter 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 Institution (or the Applicant if appropriate) must inform the Academy without delay of any change to the status of the Host Institution or the Applicant which might affect their ability to comply with these Grant Conditions.
- iv. The Applicant must inform the Academy as soon as practicable of any significant divergence from the original aims and directions of the research (including expenditure) that is being funded by the Grant. In the case of research involving the use of animals, the Applicant and the Host Institution must inform the Academy of any significant increase to the number of animals originally funded by the Grant.
- v. The Academy reserves the right to terminate the Grant on notice with immediate effect.













# 10. Governing law and jurisdiction

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

## 11. Data protection

The Academy and Funder(s) may publish basic details of successful awards and/or anonymise your personal data for research and statistical purposes. The Academy and Funder(s) 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 Funder(s) 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 (<u>www.researchfish.com</u>) through which the Host Institution 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 applicant delivering the research as specified in the Application Form and Award Letter.

### Arthritis Research UK

Arthritis Research UK, a charity registered in England and Wales with number 207711 and in Scotland with number SC041156; and a company limited by guarantee number 490500.

#### **Award Letter**

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

## the British Heart Foundation

British Heart Foundation, a charity registered in England and Wales with number 225971; and a company limited by guarantee number 699547.

### 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

#### Diabetes UK

The British Diabetic Association (known as "Diabetes UK") is a registered charity in England and Wales with number 215199 and in Scotland with number SC039136; and a company registered in England with number 339181.

## Europe PubMed Central

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

## Final Expenditure Report

Form on which the Host Institution 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.

#### Funder(s)

The organisation(s) that provided the funding for the grant award. The Academy currently administers the scheme with funding support from the Wellcome Trust, Medical Research Council, British Heart Foundation, Arthritis Research UK, the Royal College of Physicians and Diabetes UK.

## Grant

The grant described in the Award Letter.

# **Grant-Funded IP**

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

#### **Grant Period**

The period 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.

## **Host Institution**













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

# Intellectual property (IP)

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

## Medical Research Council

Medical Research Council, a publicly-funded organisation in the United Kingdom.

## PubMed Central

A free digital archive of biomedical and life science journal literature operated by the National Center for Biotechnology Information, a division of the U.S. National Library of Medicine.

## Royal College of Physicians

Royal College of Physicians, a charity registered in England with number 210508.

#### 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.









