



Policy covers:	Terms & conditions
Relevant to:	Grant holders
What is this?	These are the rules for receiving and managing a research grant from NICHS. They explain your responsibilities, how funding must be used, and what happens if requirements are not met.
Key points:	<ul style="list-style-type: none"> You can only use the funding for the project that was approved, and your organisation is responsible for managing it properly. You must have all approvals (like ethics) in place before starting, and follow all laws and good research practice. You need to send regular progress reports – funding continues only if things are on track and you follow the rules. NICHS will only pay agreed project costs (not overheads), and can stop funding or ask for money back if terms aren't met. You must publish and share your results, make them open access, and clearly acknowledge NICHS funding. Any new ideas or outputs (IP) must follow NICHS rules, especially if they might be commercialised. You must treat people fairly, involve patients and the public appropriately, and always maintain high research standards.
Last updated:	May 2025
Review cycle:	Currently being reviewed. NOTE: the document below is subject to change, and therefore you are advised to view it as illustrative.
Applies from:	Updates apply to current and ongoing awards unless stated otherwise

Research Grants Terms and Conditions

PREAMBLE

Grants awarded by NICHS are subject to the terms and conditions in the Contract.

DEFINITIONS	
Annual Report	means a report concerning progress made on the Project, to be submitted to NICHS during a specified annual submission period, until the End Date. The report will set out a summary of the research undertaken under the Project during the previous 12 months; and analysis of progress made in relation to the aims of the Project; and details of any potentially exploitable Intellectual Property developed. Such report shall also contain a lay summary, and a non-confidential technical summary. Subject to Intellectual Property considerations, the technical and lay summary may be made publicly available and will form the basis of internal reporting.
Application Form	means the form, in whatever format used at point of submission, completed, and submitted by the Institution to NICHS requesting grant funding. The application form sets out full details of Project and the proposed research to be carried out. A copy of which is appended to the Award Letter.

Award Letter	means the letter from NICHS to the Institution and Principal Applicant specifying details of the financial support awarded to the Institution for the Project, along with supplementary terms and conditions. The Award letter must be signed by grant holder and Principal Applicant.
Background Intellectual Property	means Intellectual Property provided by one Party to the other for use in the Project (whether before or after the date of this Agreement), except any Grant Funded Intellectual Property.
Annual Report	means a report concerning progress made on the Project, to be submitted to NICHS during a specified annual submission period, until the End Date. The report will set out a summary of the research undertaken under the Project during the previous 12 months; and analysis of progress made in relation to the aims of the Project; and details of any potentially exploitable Intellectual Property developed. Such report shall also contain a lay summary, and a non-confidential technical summary. Subject to Intellectual Property considerations, the technical and lay summary may be made publicly available and will form the basis of internal reporting.
Co-applicant	means anyone who is named as part of the research team in the application form. This includes researchers / scientists, clinicians, and PPI representatives.
Contract	means these main terms and conditions, any policies referenced herein, and any supplementary terms and conditions in the Award Letter.
End Date	means the date specified in the Award Letter (or otherwise agreed by NICHS) when the Project shall come to an end.
Final Report	means the report issued by the Institution summarising the results, and the extent to which the aims of the Project have been achieved; key achievements / outcomes; likely future impact; potential next steps; detailing the Intellectual Property that has been created or generated; and detailing how the Grant was spent. You will be requested to submit this during a specified annual submission period. This submission period may fall in the following calendar year from when your study completed. Such report shall contain a lay summary, and a non-confidential technical summary. Subject to Intellectual Property considerations, the technical and lay summary may be made publicly available and will form the basis of internal reporting.
Global Access	Means the principle that NICHS-funded discoveries must be made available and affordable in Low-Income Countries to ensure maximum public health impact.
Grant Period	means the period for which the Grant is awarded to carry out the Project and set out in the Award Letter.
Grant	means the financial support to be provided by NICHS to Institution for the Project.
Grant Funded Intellectual Property	Means any Intellectual Property (including Research Data) created, developed, or designed in the course of the Project.
Grant holder	means the person appointed by the Institution to be responsible for managing and delivering the Project, and whose name is stated in the Award Letter.
Institution (Host Institution)	means the university, research organisation, company or other body to which the Grant is awarded.
Intellectual Property or IP	means Materials, Patent Rights, Know-How, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.
IP & Revenue Sharing Policy	means the IP & Revenue Sharing Policy issued by NICHS to the Institution with the Award Letter as amended by agreement between the Parties
Know-How	means unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.
Materials	means the biological or biochemical matter generated in the course of the Project (whether living or not), for example (without limiting the foregoing), viruses, cell lines or plasmids.
NICHS	means Northern Ireland Chest Heart and Stroke, a registered charity in Northern Ireland, under number XN 47338, and with a registered address at 21 Dublin Road, Belfast, BT2 7HB
Open access	means making NICHS funded research publications freely available so anyone can benefit from reading and using research.
Patent Rights	means the patent applications and any and all patent application(s) and patents deriving or claiming priority from any thereof or otherwise relating to the aforementioned patent

	application including all divisional, continuations, reissues, extensions, registrations and supplementary protection certificates in relation to any thereof.
PPI representative	means members of the public are actively involved in the research project for which funding is being sought. They are named as co-applicants. "Members of the public" includes patients, potential patients, people who use NICHHS and/or other services, carers, as well as the wider public.
Principal Applicant (PA)	means the scientist or clinician responsible for submitting the Application Form. PA and PI (Principal Investigator) are the same.
Project	means the research project to be funded by the Grant and to be carried out by the Institution, under the scientific direction of the Grantholder, as set out in the Application Form and as supplemented by the Award Letter.
Research Data	Means any data, information, or results (in digital or physical form) generated during the Project, including but not limited to clinical, imaging, and genomic datasets.
Sponsor	means the sponsor as defined by the Medicines for Human Use (Clinical Trials) Regulations 2004 (as amended), together with any applicable UK legislation or guidance in force at the time.
Start Certificate	means the form which will be sent to the Grantholder following acceptance of the Application Form and recommendation for funding. The Start Certificate must be submitted to NICHHS by the Institution, confirming the date upon which Project activities will start, and thus when the first instalment of the Grant should be paid. Approval of start certificates are subject to NICHHS receiving confirmation y that relevant ethical / governance approval is in place and accepted by NICHHS. This form shall state the Start Date and End Date of the Project.
Start Date	means the date specified in the Award Letter (or Start Certificate) when the Project will start.

1. GENERAL APPLICABILITY

- 1.1 The Grant shall only be used for the Project, as per the approved research application project, submitted and approved by NICHHS's Scientific Research Committee, and for no other purpose whatsoever. Should the Institution wish to amend the Project, it shall notify NICHHS, and NICHHS shall at its sole discretion determine if the Grant and Contract should be amended.
- 1.2 The Institution is responsible for ensuring that the Grantholder is aware of and complies with their responsibilities in respect of the Grant and the Project. The Institution must ensure it has the appropriate facilities and other resources in order to be able to carry out the Project.
- 1.3 For the avoidance of doubt, NICHHS is not the Sponsor of the Project. If applicable, the Institution must either accept responsibility as the Sponsor of the Project or put in place arrangements with an appropriate third party. The Institution shall be responsible for maintaining appropriate policies of insurance covering personal indemnity, public liability and employer's liability insurance in connection with the Project.
- 1.4 The Project shall be conducted in accordance with best scientific and ethical practice and all applicable laws and regulations. NICHHS is a member of the Association of Medical Research Charities and supports its 'Policy statement on the use of animals in research'. This statement may be found at the Association of Medical Research Charities website.
- 1.5 The Institution must ensure that it has in place and will continue to have in place through the Grant Period, formal written policies setting out the standards to be met in the conduct of research and the procedures to be followed following any allegation of research misconduct.
- 1.6 The Grant shall be for the Grant Period only and NICHHS shall have no obligation to provide funds for any other period or for any research project other than the Project.
- 1.7 It is the responsibility of the Host Institution and Grant holder to ensure that all parties, including co-applicants, collaborators, and staff employed on NICHHS grants comply with all Terms and Conditions.
- 1.8 It is the responsibility of the Host Institution and Grant holder to identify reasonably foreseeable risks associated with completing their research / meeting the terms of their contract, and control

the risks so far as is reasonably practicable. Host Institution and Grant holders will be asked to confirm that an assessment of these risks have been carried out when signing contracts and start certificates.

- 1.9 Researchers who fail to comply with the NICHS grants terms and conditions may be prevented from applying for further grants

2. LIMITATION OF LIABILITY

- 2.1 The Institution shall take all reasonable measures to safeguard the health and safety of those involved in the Project and all third parties affected thereby. NICHS accepts no liability for any loss or damage which occurs during or as a result of the Project.
- 2.2 The Institution does not make any representation or give any warranty to NICHS that any advice or information given by it or any of its employees or students who work on the Project, or the content or use of any Grant Funded Intellectual Property, Background Intellectual Property or Materials, works or information provided in connection with the Project, will not constitute or result in any infringement of third-party rights.
- 2.3 Neither Party accepts any responsibility for any use which may be made by the other Party of any Grant Funded Intellectual Property, nor for any reliance which may be placed by that Party on any Grant Funded Intellectual Property, nor for advice or information given in connection with any Grant Funded Intellectual Property.
- 2.4 Subject to Clause 2.2 and 2.3, the Institution hereby indemnifies NICHS against any costs, claims, proceedings, actions, damages and any other liabilities (including legal costs) suffered or incurred as a result of any action, claim or complaint brought against NICHS in connection with or arising from the Project. This indemnity shall not apply any loss suffered by NICHS attributable to NICHS's negligence or breach of this Agreement.
- 2.5 Subject to Clause 2.6, the aggregate liability of Institution to NICHS for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project and the Grant Funded Intellectual Property, will not exceed in total 5 times (5x) the Grant.
- 2.6 Nothing in this Agreement limits or excludes either Party's liability for death or personal injury, any fraud or for any sort of liability that, by law, cannot be limited or excluded

3. ETHICAL CONSIDERATIONS

- 3.1 The Principal Applicant / grant holder / Host Institution must ensure that before the Grant commences and during the term of the Grant, all the necessary legal and regulatory requirements, including any necessary or appropriate ethical approval, to conduct the Research are met. This includes obtaining all licences and approvals. The Host Institution accepts full responsibility for ensuring that any such approvals are in place at all relevant periods of the Grant.
- 3.2 A Grant may not commence until all necessary ethical committee approvals have been obtained. A copy of all such approval(s) must be forwarded to NICHS prior to commencement unless included in the application. For avoidance of doubt, a study cannot start until NICHS has receipt of these approvals, and has confirmed such with the PA. If unsure of study status, or if issues arise with approvals, it is the PA / grant holder / Host Institution's responsibility to alert the funder at the earliest opportunity.
- 3.3 No programme of research involving investigations in humans will be funded in the absence of relevant ethical approval. A copy of the appropriate ethical approval documentation must be enclosed with the Application Form. If this is not available at the time of application, NICHS will withhold funding until a copy of such documentation is provided to NICHS. It is the responsibility of the Institution to check whether ethical approval is required

- 3.4 The Institution will immediately report any adverse event arising during the Project to both NICHS and the appropriate authorities.
- 3.5 The Institution must ensure adherence to the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, together with any guidance issued by the Information Commissioner's Office, or any subsequent equivalent legislation.
- 3.6 Any procedure that falls within the provisions of the Human Tissue Act 2004 (as amended), must be carried out in accordance with that Act, together with any subsequent regulations and guidance issued by the Human Tissue Authority (HTA) or its successor body.
- 3.7 The Host Institution is responsible for managing conflicts of interests ensuring:
 - 3.7.1 Any relationship between the Host Institution, research personnel and commercial organisations shall be appropriate and not unduly benefit the commercial organisation or influence the research.
 - 3.7.2 any form of remuneration by a company for consultancy shall be made only for the appropriate provision of advice and the exchange of ideas and shall not enable that organisation to gain inappropriate access to Intellectual Property.
 - 3.7.3 The Charity is notified of any conflicts which may be relevant to the Grant.

4. UPTAKE AND DURATION

- 4.1. The Start Certificate and the Award Letter must be signed by an authorised representative of the Institution (not the Grantholder) and returned to the Research and Impact Co-Ordinator within 3 months of receipt of the Award Letter by Institution.
- 4.2. By submitting an Application Form, the Institution agrees to be bound by these terms and conditions. The Institution shall ensure that all staff (including the Grantholder) involved in research funded by the Grant shall abide by these terms and conditions and by any additional terms and conditions in the Award Letter.
- 4.3. For the avoidance of doubt, funds shall only be released by NICHS once the Start Certificate has been received by NICHS, and other requirements (e.g. Section 3) have been met.
- 4.4. Failure to return a signed Start Certificate and copy of the terms and conditions and/or failure to commence research within 6 months of receipt of an Award Letter may result in the automatic withdrawal of the offer of the Grant. In the event of the withdrawal of the offer of the Grant, any monies paid by NICHS in connection with the Project shall immediately be repaid by the Institution.
- 4.5. Grants are managed for NICHS the Research and Impact Manager, Northern Ireland Chest Heart & Stroke, 21 Dublin Road, Belfast, BT2 7HB. Research & Impact Co-ordinator is the designated contact for all grant-holders / PA / host institutes.
- 4.6. The NICHS project reference number must be quoted on all correspondence (YEAR OF AWARD_ID, e.g. 2020_C02). You must also provide NICHS with a finance reference used to identify this study (for finance management purposes).
- 4.7. Grant payments and invoices must be administered through the finance department of the Institution. Invoices must be issued by the Institution and sent to Shirley Holmes, Finance Department, Northern Ireland Chest Heart & Stroke, 21 Dublin Road, Belfast, BT2 7HB, sholmes@nichs.org.uk and to the Research & Impact Co-ordinator (scathcart@nichs.org.uk) Northern Ireland Chest Heart & Stroke, 21 Dublin Road, Belfast, BT2 7HB
- 4.8. All correspondence from NICHS regarding a Grant will be for the attention of the Grantholder.
- 4.9. Funding is guaranteed in the first instance for a period of one year subject to a satisfactory Annual Report and compliance with the Grant terms and conditions.
- 4.10. After the first anniversary of the Start Date, and subject to these terms and conditions, the Grant may be extended on a rolling yearly basis thereafter for the duration agreed in the Award Letter.
- 4.11. The Project will terminate at the expiry of the Grant Period. Typically, principal Applicants can make a request to NICHS for no more than two extensions per project on a no-cost basis to NICHS.

These requests must be received in writing, in good time to consider (at the sole discretion of NICHS) the merits of an extension. NICHS will confirm decision in writing to PA, and PA is advised to assume that the extension has not been agreed without this confirmation. Additional extensions are only considered in exceptional circumstances and are subject to the aforementioned terms and conditions.

5. REIMBURSEMENT OF RESEARCH COSTS

- 5.1 The Institution shall submit claims for reimbursement of research costs quarterly in arrears. Claims should detail expenditure and quote the Project reference number which can be found on the Award Letter.
- 5.2 Payment of NICHS funds will be made in the form of reimbursements. All invoices must be received by NICHS within 12 months of the End Date. No payments can be made after this date. Moreover, the final claim will only be accepted if it is submitted within 12 months of the end of the Grant Period and a Final Report has been received and accepted as complete by NICHS.
- 5.3 NICHS reserve the right to request confirmation from the Institution, and/or the external auditors of the Institution, of amounts awarded and paid by NICHS in respect of the Grant.
- 5.4 NICHS will only reimburse direct Project costs. For the avoidance of doubt, NICHS does not pay for Institution overheads or general administration costs. These could include general travel, advertising for posts, financial services, staff facilities, staff development, public relations, general institutional libraries, routine secretarial work, personnel services, stationery or contribution to general departmental/institutional overheads.
- 5.5 If the Project is under-budget by the End Date, excess monies shall continue to belong to NICHS. Virements between salaries, consumables and equipment will be considered on a case-by-case basis. Prior permission in writing must be sought from NICHS. NICHS will confirm agreement or otherwise in writing: no change in budget arrangements can be put into practice without formal permission.
- 5.6 Any equipment bought by the Institution using the Grant, shall belong to the Institution. During the Grant Period, any such equipment must be used substantially for the benefit of the Project, unless agreed otherwise by NICHS.
- 5.7 Eligible research costs must be based on real costs, be proportionate, represent value for money and be directly related to the Project.

6. EMPLOYMENT OF STAFF

- 6.1 NICHS does not act as an employer for Grant-funded staff. If the Grant provides support for the employment of staff, the Institution shall issue a contract of employment and assume all responsibility for their management, including any claim for redundancy, compensation, dismissal or discrimination. NICHS does not accept any liability for such staff.
- 6.2 NICHS must be notified when a new Grant-funded person is appointed, and the curriculum vitae ("CV") of such person(s) should be sent to the Research and Impact Manager as soon as possible.
- 6.3 NICHS must be notified in writing of any significant delays in recruitment of Grant-funded staff; NICHS reserves the right to review the Grant in the event of such delays and make any other changes NICHS deems appropriate.
- 6.4 The Institution must obtain the prior written approval of NICHS before appointing and replacing staff funded by the Grant. The candidate's CV, unless included in the Application Form must be submitted to NICHS with the proposed basic starting salary for prior written approval.
- 6.5 NICHS must be advised of any significant interruptions in the Project so that payments may be held in abeyance. If the work is terminated before the End Date, NICHS must be informed immediately in writing.
- 6.6 For the avoidance of doubt, NICHS does not pay the cost of maternity or paternity leave for people employed under the Grant; the Institution shall be responsible for such matters. Grant-

funded staff, whose salaries are funded by NICHS, are expected to devote substantially the whole of that salaried time to the Project.

- 6.7. An applicant must declare any other financial support provided or sought for the Project. A Grantholder must notify NICHS if any further support is obtained for the Project, during the Grant Period
- 6.8. Personnel, whose salaries are funded by NICHS, are expected to devote substantially the whole of that salaried time to the funded activity. Any exceptions to this must be sanctioned by the Charity and requested in writing.
- 6.9. Undertaking to pay remuneration: The Institution undertakes to pay the remuneration of all principal investigators and co-applicants employed by the Institution, where these are not claimed in an application, for the duration of the Grant.
- 6.10. NICHS will not accept responsibility for staff salaries for any period after the end of a Grant period and prior to that Grant's renewal or a new Grant commencing or as a consequence of the application process.
- 6.11. Should a Grant Holder, whose salary is provided by the Grant, obtain salary support from an alternative source, their salary provisions may not be transferred to any other individual.

STUDENTS FUNDED BY NICHS GRANTS

- 6.12. NICHS funding cannot be used to pay for student fees at the overseas rate. However, there are no restrictions on the nationality of the Charity-funded PhD student.
- 6.13. The Charity will not pay expenses for interviewing candidates.
- 6.14. only those studentships approved as part of the original Application will be funded (i.e. running expense and salary allocations may not be used to fund additional studentships)
- 6.15. Where the Grant funds a studentship, virement of funds from the amount allocated for the Studentship to other budget allocations is not permitted without prior approval from NICHS.

7. Equity, Diversity, and Inclusion (EDI)

- 7.1. NICHS is committed to upholding and promoting equity, diversity, and non-discrimination.
- 7.2. Host Institutions and Grant holders must ensure compliance with both NICHS's EDI, Modern Slavery and Human Rights policies, and their Institution's EDI framework, ensuring fair treatment and equitable opportunities for everyone involved in research.
- 7.3. Grant holders must take active steps to embed EDI principles in recruitment, training, authorship, collaboration, and public involvement. They must demonstrate this commitment through their annual and final reports.
- 7.4. NICHS reserves the right to request evidence of EDI practice, including but not limited to recruitment statistics, research culture surveys, or training records, as part of its grant application and monitoring process.

8. Research integrity

- 8.1. The Host Institution and all individuals funded in whole or part by NICHS must conduct research to the highest standards of rigour, transparency, and accountability, in line with the UK Concordat to Support Research Integrity (<https://ukcori.org/research-integrity-concordat/>) and AMRC guidance (<https://www.amrc.org.uk/guidance-and-tools-for-open-research>).
- 8.2. Grant holders must ensure all involved in research are appropriately trained in good research practice, data management, and ensure responsible authorship is available to all those who are supported by the Grant.
- 8.3. Institutions must have robust and transparent procedures in place for investigating allegations of research misconduct, and must report material findings to NICHS.
- 8.4. Institutions must maintain accessible and confidential mechanisms for raising concerns about research conduct or integrity. Individuals raising concerns in good faith must be protected from retaliation. Procedures should include clear timescales and support for all parties involved.

- 8.5 NICHHS reserves the right to suspend or withdraw funding if evidence of research misconduct is substantiated. In these instances, NICHHS reserves the right to place restrictions on future grant applications; require correction or retraction of publications; or put in place other sanctions as appropriate.
- 8.6 The institution must notify NICHHS of any formal investigation into research misconduct as soon as reasonably practicable. NICHHS reserves the right to take any remedial action, as outlined.
- 9. PUBLIC AND PATIENT INVOLVEMENT (PPI) – INTEGRITY AND VALUES**
- 9.1 All participants, public / PPI contributors, and members of the wider public who come into contact with those involved in the research must be treated with fairness, respect, and dignity.
- 9.2 Institutions and Grant holders must foster an inclusive and supportive environment, consistent with EDI principles and NICHHS's values.
- 9.3 Grant holders and host institutions are expected to adhere to their guidance around PPI engagement and research ethics; with NICHHS policies and values; with UK Standards for Public Involvement in Research (<https://sites.google.com/nihr.ac.uk/pi-standards/home>); with HSCNI Public Involvement Standards (<https://research.hscni.net/public-involvement-standards>).
- 9.4 NICHHS recognises the essential contribution of patients, carers, service users, and members of the public in shaping high-quality, relevant research. All PPI contributors named in a grant application are regarded as valued members of the research team.
- 9.5 The Host Institution and Grant holders must uphold a culture of dignity, fairness, and inclusivity in their interactions with PPI contributors, consistent with NICHHS's values and policies.
- 9.6 Grant holders and host institutions are expected to ensure that members of the public; NICHHS service users, volunteers, and staff; and anyone else who they may have contact with as part of the conduct of the research, are treated with respect and dignity. This extends to any activities stemming from the research once the grant is completed.
- 9.7 Grant holders and host institutions are expected to ensure that PPI contributors are acknowledged as valued members of the research team, including fair recognition and reimbursement in line with NIHR/INVOLVE guidance.
- 9.8 PPI contributors must be offered equitable opportunities to participate meaningfully in all stages of the Project, including design, delivery, oversight, dissemination, and evaluation.
- 9.9 Grant holders are expected to provide appropriate support, training, and accessible information to enable PPI contributors to participate fully and with confidence.
- 9.10 All reasonable expenses and, where appropriate, honoraria must be reimbursed in line with relevant guidance.
- 9.11 Institutions must take proactive steps to ensure that PPI involvement is inclusive and representative, addressing barriers that may prevent participation by underrepresented groups.
- 9.12 Contributions of PPI members should be formally acknowledged in outputs, publications, and reports, unless individuals choose otherwise.
- 9.13 NICHHS reserves the right to request updates describing PPI activities and outcomes, including how PPI has shaped the research, any challenges encountered, and steps taken to ensure inclusivity and integrity in involvement.
- 9.14 Bullying, harassment, or discrimination of any kind will not be tolerated in research funded by NICHHS. Verified breaches may result in sanctions, including withdrawal of funding.

10. TRANSFER OF AN AWARD

- 10.1. A Grantholder wishing to transfer a Grant to another institution should obtain prior written approval from NICHHS. NICHHS shall decide, in its absolute discretion, whether to approve the transfer of a Grant. NICHHS will normally consent providing the Project is not materially adversely affected, that the new institution signs a new Contract and has adequate facilities and support. Any equipment purchased under the Grant should be transferred to the new institution, as soon as reasonably practical. Approval by NICHHS for a transfer of a Grant will not be given until evidence has been provided to NICHHS demonstrating that all necessary resources are available at the new institution. Grant-funded personnel who do not wish to transfer to a new institution shall have their funding automatically terminated. NICHHS will not reimburse any additional expenses incurred as a result of transferring a Grant.
- 10.2. **Changing the name of the person who holds the grant (Principal Applicant).** The Grant Holder must inform NICHHS, without delay, of any change of status of the Principal Investigator which may affect their ability to comply with these T&Cs, or timeline / delivery of research project. This must be made in writing.
- 10.3. Any request to make a change to the named PI, must be made in writing. This letter must outline the reasons for the request, outlining contingency planning, and clearly demonstrating continuity of study, in line with the original research protocol. The letter must provide evidence that the suggested replacement grant holder (PI) meets the eligibility criteria of our funding, i.e. suitable experienced researcher, working for and based in a local research organisation. You must send a copy of their CV, along with letter.
- 10.4. In such circumstances, NICHHS may decide to seek independent opinion from external referees or from our Research Committee with regard to the suitability of any nominated replacement PI.
- 10.5. This letter must be from the PI / Host institution, and sent in advance of the point where the PI is longer able to comply with T&Cs. Any request made after this point may be considered a breach of contract, and result in project termination.
- 10.6. The replacement PI should, ideally, be one of the named original applicants, preferably the alternative PI. Failure to name an applicant in the original application may put the study at risk.
- 10.7. NICHHS reserves the right either to renew the Grant with the nominated replacement as PI, or may withdraw the Grant and require the Host Institution to repay that proportion of the Grant already received.

11. RESEARCH MONITORING

- 11.1. The Institution shall submit to NICHHS an Annual Report. This will be reviewed by a member of the Scientific Research Committee ("SRC") of NICHHS and the SRC Chair. Subsequent funding will not be released unless the Annual Report is approved. Grantholders are required to submit progress reports annually, and to submit an end of study report. The window for reporting is fixed (typically Autumn of each year), and within a set window, although information can be added at any time throughout the year. Grant holders will be informed in advance of any deadlines. NICHHS reserve the right to modify data collection timeframes. Data must be submitted after the End Date, until notified of the cut-off point.
- 11.2. NICHHS reserves the right to request more frequent reports or additional information in certain cases. NICHHS may contact all Grant holders, Research Personnel, host Institutions and other Institutions from time to time via post, telephone or email in connection with the administration of the Grant and the Grant Activities or to assist NICHHS in its mission in their capacity as NICHHS-funded researchers.
- 11.3. If sufficient progress is not demonstrated in an Annual Report, as assessed by NICHHS, NICHHS may require a meeting with the Grant holder and authorised representatives of the Institution.
- 11.4. NICHHS reserves the right to use extracts from the Annual Report (and any other reports) in its publications. The Grant holder should clearly indicate sections that are to be treated as

confidential (for example detailed results prior to peer-reviewed publications). Any sections in non-scientific/non-technical language will always be considered appropriate for public dissemination. Reports should include lists of publications and planned publications based on the research.

- 11.5. Grant holders will be notified of the dates when reports are required and should note that failure to submit reports on time may jeopardise continuation of NICHHS's support. NICHHS reserves the right to terminate a Grant if NICHHS (acting reasonably) deems an Annual Report (or any other report) to be unsatisfactory; for example, due to lack of progress on the Project or due to incomplete information provided in the relevant report
- 11.6. PI / Institution must notify NICHHS of potential risks or issues to the research project proceeding as planned or impacting on progress. Issues should be reported to NICHHS within 4 weeks of identification with an options plan for addressing these issues which will be considered by NICHHS. The PI/Institution must not wait until the annual report submission date to report such issues to NICHHS.
- 11.7. NICHHS reserves the right to pause the research project and its funding while NICHHS considers the risks to the research project. Failure to report risks to NICHHS will be judged to be a breach of contract. This will result in remedial action, as outlined in these terms and conditions, and may include funds in being clawed back.

12. ACKNOWLEDGEMENT OF NICHHS'S SUPPORT & PUBLICATION OF RESULTS

PUBLISHING YOUR RESEARCH – GENERAL

- 12.1. If publication of the results of the Project is likely to attract significant publicity or controversy, the Institution must inform NICHHS thirty (30) days in advance so that press releases and a media strategy can be jointly formulated and implemented.
- 12.2. The Grant holder must publish or otherwise disseminate appropriately verified results to the broader scientific community as soon as possible, although NICHHS or the Host Institution may delay dissemination for a reasonable period to protect intellectual property (see IP terms & conditions).
- 12.3. The Charity expects that Grant holders will publish within twelve months of the end date of the Grant. Any exceptions to this must be sanctioned by the Charity.
- 12.4. Results of work carried out using NICHHS Grant funding should be published according to normal academic/clinical custom and practice, but subject to the following requirements:
 - 9.4.1 It is a Condition of Grant that Grant Holders acknowledge our support, that NICHHS support is acknowledged in all publications, presentations, patent applications by quoting "Northern Ireland Chest Heart & Stroke" followed by the award reference number (found in the Award letter) in the appropriate section of all publications arising from NICHHS funded research. The Grant holder must inform NICHHS of the publication/presentation within 2 months.
 - 9.4.2 On request, a copy of any upcoming paper with NICHHS funding must be shared with Research & Impact Manager at the time of journal submission or when an abstract has been accepted by a conference. This paper may be shared for comms and / or fundraising purposes.
 - 9.4.3 When speaking publicly, the Grant holder and Research Personnel should identify themselves as 'NICHHS-funded researchers' but be clear that they are not speaking on behalf of NICHHS.
 - 9.4.4 Any manuscripts and details will be held in the strictest confidence
 - 9.4.5 The Grant holder and Host Institution must contact the NICHHS Comms Department before making any public announcements regarding the Grant activities, results or other research outputs.

- 9.4.6 NICHHS must receive any press release regarding Grant-funded work for approval at least five (5) working days before it is released. NICHHS must be informed as rapidly as possible if the media enquire about Grant-funded research.
- 9.4.7 Copies of any posters produced as a result of Grant-funded research should be submitted (electronically) to the Research and Impact Manager at NICHHS.
- 9.4.8 The NICHHS logo must be used in any presentation or publicity material when acknowledging funding, consistent with the NICHHS Branding Policy. The Grant holder should contact the Research and Impact Manager in advance to ensure the logo is used appropriately.

PUBLICATION AND OPEN ACCESS

- 12.5. **Scope:** This policy applies to all peer-reviewed primary research publications (including original research, systematic reviews, and non-commissioned reviews) supported in whole or in part by NICHHS funding, whether published during the Award or after the funding period has ended. It does not apply to book chapters, monographs, editorials, or commissioned reviews.
- 12.6. **Immediate Open Access Requirement:** As a Condition of Grant, a copy of the final published version or accepted manuscript of each peer-reviewed article must be deposited in Europe PMC and made freely available to the public immediately at the time of final publication (0-month embargo). NICHHS no longer permits a six-month ("Green") embargo period.
- 12.7. In addition, NICHHS expects that research data supporting publications shall be managed and shared in line with the AMRC Open Research Data position statement (<https://www.amrc.org.uk/pages/category/open-research>) and the FAIR data principles (Findable, Accessible, Interoperable, Reusable, <https://www.nature.com/articles/sdata201618>), wherever legally and ethically possible. Institutions must ensure that robust data management plans are in place at the outset of the Project.
- 12.8. **Mandatory Licensing:** Articles must be published under a Creative Commons Attribution (CC BY 4.0) license. This ensures the work can be fully utilized, including for machine-reading and data mining, while ensuring authors are credited.
- 12.9. **Rights Retention:** To ensure compliance with Clause 12.2, all Grant Holders must include the following statement when submitting manuscripts to journals:
"For the purpose of open access, the author has applied a CC BY public copyright licence to any Author Accepted Manuscript version arising from this submission."
- 12.10. **Research Data and FAIR Principles:** NICHHS expects that research data supporting publications shall be managed and shared in line with the FAIR data principles (Findable, Accessible, Interoperable, Reusable). Institutions must ensure robust data management plans are in place from the outset.
 - 12.10.1 Every publication must include a Data Availability Statement.
 - 12.10.2 Where underlying data has potential commercial value (e.g., for training AI models), access may be "managed" in accordance with the NICHHS IP Policy (Section 14).
- 12.11. **Generative AI Disclosure:** In accordance with the NICHHS AI Policy, any substantive use of Generative AI in the production of the research (e.g., for data analysis or drafting) must be transparently disclosed within the 'Methods' or 'Acknowledgements' section of the publication.
- 12.12. **Patent Delays:** The requirement for Open Access publication is subject to the 'Confidentiality and Protection' requirements of the NICHHS IP Policy. Publication may be delayed for a maximum of 90 days if a patent application is being prepared.
- 12.13. Publication Costs and Invoicing:
 - 12.14.1 NICHHS supports immediate ('Gold') open access. Applicants are invited to include reasonable open access costs in the finance schedule of their grant applications.

- 12.14.2 Grant holders must ensure that open access costs are included in the breakdown of costs submitted with invoices. Invoices including publication costs must include supporting documentation agreed with the publishing house.
- 12.14.3 Where research is funded partially by NICHHS, open access costs must be proportionally allocated to each funder.
- 12.14. **Journal Compliance:** All Grant Holders should verify in advance whether a publisher supports immediate Open Access and the CC BY 4.0 license. If a journal does not support these requirements, the researcher must utilize the Rights Retention Statement (Clause 12.4) to self-archive the manuscript in Europe PMC.
- 12.15. **Definition of Publication Date:** Where a paper is published both online and in print, NICHHS considers 'final publication' as the earlier of the two dates.
- 12.16. **Acknowledgment of Support:** It is a Condition of Grant that all publications must acknowledge NICHHS support using the following format: *"This research was funded in whole, or in part, by Northern Ireland Chest Heart & Stroke [Grant reference]."*
- 12.17. **Breaches and sanctions:** Failure to adhere to the Open Access or AI Policies may result in NICHHS withholding a minimum 10% of the final Grant payment or rendering the Institution ineligible for future funding awards. NICHHS reserves the right to withhold a greater percentage, as it deems fit.

13. FUNDRAISING ACTIVITIES

- 13.1.** The Grant holder will promote NICHHS and its charitable aims by complying with all reasonable requests from NICHHS to attend or speak at events, provide help with images and copy for NICHHS publications; and provide content for NICHHS press, comms/fundraising, and social media activities.
- 13.2.** The Host Institution will also co-operate in relation to publicity, research engagement and fundraising activity for NICHHS. Where NICHHS is the largest or most significant contributing funder of the research, it reserves the right to lead on publicity.
- 13.3.** NICHHS reserves the right to use data/results or other material from Grant funded research as part of its fundraising or publicity activities, except for Material that has been designated by the Grant holder as being confidential in accordance with T&Cs. The Grantholder will be expected to attend and/or speak at events or meetings from time to time, to assist in the promotion of NICHHS, and its charitable aims
- 13.4.** The Grantholder and personnel supported by the Grant may be approached by NICHHS for expert advice on specific scientific or clinical topic
- 13.5.** The Grantholder shall promote awareness of the aims of NICHHS and to reasonably assist with the promulgation of results from the Project.
- 13.6.** The Grantholder shall assist NICHHS in the dissemination, of research progress and funding, to the public (our donors).

14. INTELLECTUAL PROPERTY & REVENUE SHARING

- 14.1. **Policies and Compliance:** The Institution and Grant Holder are referred to and must comply with the NICHHS IP Policy, the NICHHS Open Access Policy, and the NICHHS Generative AI Policy (as amended from time to time). Failure to adhere to these policies may be considered a material breach of this Agreement.
- 14.2. **Institutional Procedures:** The Institution shall (if not already) put in place appropriate procedures and policies for the identification, protection, management and exploitation of Intellectual Property.
- 14.3. **Background IP:** This Agreement does not affect the ownership of any Background Intellectual Property, which shall be retained by the Party that introduces it to the Project. Each Party grants to the other a royalty free, non-exclusive license to use its Background Intellectual Property for the purpose of carrying out the Project, but for no other purpose. The Institution shall use diligent

- endeavours to identify and where possible exploit/commercialise any Grant Funded Intellectual Property.
- 14.4. **Prior Written Consent:** The Grant Funded Intellectual Property may only be exploited or commercialised (including licensing, sale, or assignment) with the express prior written consent of NICHHS. As a condition of consent, the Institution and NICHHS shall execute a formal Revenue Sharing Agreement.
- 14.5. **Commercial Diligence:** The Institution shall use diligent endeavours to identify and where possible exploit/commercialise any Grant Funded Intellectual Property.
- 14.6. **License to NICHHS:** The Institution hereby grants to NICHHS a perpetual, sub-licensable, irrevocable, world-wide, non-exclusive royalty-free license to the Grant Funded Intellectual Property, for the purposes of academic/not-for-profit research (including in collaborations), teaching, and publicity purposes. NICHHS shall notify the Institution in advance of sub-licensing the Grant Funded Intellectual Property. The Institution and NICHHS shall, if legally necessary or administratively convenient, execute such formal instruments as may be necessary to give full effect to this Clause.
- 14.7. **Notification and Consent:** If the Institution identifies Grant Funded Intellectual Property which it believes is capable of exploitation/commercialisation, the Institution will promptly notify NICHHS. The Institution shall present to NICHHS a plan for the exploitation/commercialisation of the Grant Funded Intellectual Property for review. The Grant Funded Intellectual Property may only be exploited/commercialised (including licensing, sale, or assignment/assignment) with the express prior written consent of NICHHS.
- 14.8. **Revenue Sharing Agreement:** Consistent with the IP & Revenue Sharing Policy, where the Grant Funded Intellectual Property is being exploited/commercialised, the Institution and NICHHS shall execute a formal Revenue Sharing Agreement in respect of the Grant Funded Intellectual Property. This agreement shall be a condition of the consent granted under Clause 14.6.
- 14.9. **Research Data as an Asset:** The Institution acknowledges that Research Data (including clinical, imaging, and genomic datasets) is a tangible asset of the Project. The use of such data to train, validate, or test commercial AI or Machine Learning models is considered a form of exploitation and requires prior written consent and an appropriate revenue-sharing arrangement.
- 14.10. **AI Inventorship & Patentability:** To ensure the legal patentability of discoveries, the Institution warrants that all inventions have been conceived by a natural person (human). The Institution must disclose any substantive use of Generative AI in the creation of the IP and maintain an audit trail (e.g., prompt logs) as evidence of human intervention to satisfy UK and international patent law.
- 14.11. **Global Access Commitment:** In any commercial deal involving Grant Funded IP, the Institution shall prioritize Global Access for Low-Income Countries (as defined by the World Bank). The Institution shall use its best efforts to ensure that life-saving tools or drugs are made available in these regions on a royalty-free or low-cost basis. NICHHS agrees to waive its revenue share for sales in these specific regions.
- 14.12. **Charitable Objectives:** NICHHS will not grant permission to exploit or commercialise (or otherwise grant rights in relation to) the Grant Funded Intellectual Property if the proposal would conflict with the charitable objectives of NICHHS or public morality. This includes a zero-tolerance policy regarding partnerships with the Tobacco industry or entities deriving significant revenue from products deemed hazardous to public health (e.g., vaping, ultra-processed foods and other incompatible industries).
- 14.13. **Third Party Interests:** It is the responsibility of the Institution to seek permission from any other third parties, who may have an interest in the Grant Funded Intellectual Property, to exploit or commercialise the Grant Funded Intellectual Property.

- 14.14. **Step-in Rights:** If the Institution fails to exploit the Grant Funded Intellectual Property which NICHHS reasonably considers should/can be exploited, NICHHS will have the right (but not the duty) to seek to exploit the Grant Funded Intellectual Property. The Institution will provide all assistance reasonably requested by NICHHS. Such assistance shall include licensing, assigning or otherwise transferring all rights in the Grant Funded Intellectual Property to NICHHS, provided always that NICHHS and the Institution shall agree an appropriate revenue sharing arrangement. The Institution agrees that NICHHS may appoint a third party intellectual property and technology transfer agent or advisor. NICHHS may disclose information relating to the Grant and the Grant Funded Intellectual Property to such third party provided always that such third party is bound by a duty of confidentiality.

15. SUSPENSION OR TERMINATION OF A GRANT

- 15.1. Without prejudice to any other rights that NICHHS may have, whether in these terms and conditions or otherwise, NICHHS reserves the right to suspend or terminate a Grant at any time and for any reason. So far as reasonably practical, NICHHS shall endeavour to give at least 30 days prior notice but shall be entitled to suspend or terminate without notice. Where there is a breach of contract, NICHHS reserves the right to recoup all payments made up to and including the point of termination or suspension.
- 15.2. Where there has been no breach of the Contract by the Institution, NICHHS will reimburse the Institution for expenditure properly incurred by it and authorised under the Grant up to the termination or suspension date.

16. AMENDMENT TO THESE TERMS AND CONDITIONS

- 16.1. NICHHS reserves the right to amend these terms and conditions and the conditions (even after issuance of the Start Certificate). The Institution will be notified of any such changes and issued with a revised copy of the relevant document or directed to an updated version of the document on the NICHHS website.
- 16.2. These terms and conditions may also be supplemented by additional terms and conditions, on a Project-specific basis. Such supplementary terms and conditions will be found in the Award Letter. In the event of conflict between these terms and conditions and the Award Letter, the provisions of the Award Letter shall have priority.

17. GENERAL

- 17.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.
- 17.2. It is not intended that any provision in this Contract shall create a partnership, joint venture, or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity between any of the parties.
- 17.3. Any written notice to be given under this Contract shall be delivered by hand or sent by first class prepaid post addressed to the notice party at the address stated in the Letter of Offer and shall be deemed to have been received either when delivered if served by hand, or in the ordinary course of post, unless the contrary is proved.

18. Law

- 18.1. The Contract, shall be governed by Northern Ireland Law, and will be subject to the exclusive jurisdiction of the Northern Ireland Courts.