



Northern Ireland Chest Heart and Stroke

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 on each anniversary of the Start Date, 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 publically available.

Application Form means the form (a copy of which is appended to the Award Letter), completed and submitted by the Institution to NICHS requesting grant funding, setting out full details of Project and the proposed research to be carried out.

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.

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; detailing the Intellectual Property that has been created or generated; and detailing how the Grant was spent.

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 IP that is created or generated/developed or exemplified under 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 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, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information (generated in the course of the Project), 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

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.

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 divisionals, continuations, reissues, extensions, registrations and supplementary protection certificates in relation to any thereof.

Principal Applicant means the scientist or clinician responsible for submitting the Application Form.

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.

Sponsor means the sponsor as defined by the Medicines for Human Use (Clinical Trials) Regulations 2004 or Directive 2001/20/EC (or equivalent legislation).

Start Certificate means the form which will be sent to the Grantholder following acceptance of the Application Form, and which must be submitted to NICHS by the Institution, confirming the date upon which Project activities will start, and thus when the first instalment of the Grant should be paid. 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, and for no other purpose whatsoever. Should the Institution wish to amend the Project, it shall notify NICHS, and NICHS 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, NICHS 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. NICHS 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 NICHS shall have no obligation to provide funds for any other period or for any research project other than the Project.

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 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.

3. ETHICAL CONSIDERATIONS

3.1. 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.

3.2. The Institution will immediately report any adverse event arising in the course of the Project to both NICHS and the appropriate authorities.

3.3. The Institution must ensure adherence at all times to the Data Protection Act 1998 or equivalent data protection legislation, as amended from time to time (including any issued guidance).

3.4. Any procedure that falls within the provisions of the Human Tissue Act 2004 (or equivalent legislation) must be carried out in accordance with that legislation and any relevant guidance issued by the Human Tissue Authority (or successor organisation).

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 Policy 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.
- 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 will 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 Policy Coordinator, Northern Ireland Chest Heart & Stroke, 21 Dublin Road, Belfast, BT2 7HB.
- 4.6. The Project reference number must be quoted on all correspondence.**
- 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 Jacky Brown, Finance Officer for Northern Ireland Chest Heart & Stroke, 21 Dublin Road, Belfast, BT2 7HB, jbrown@nichs.org.uk.
- 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. Principal Applicants can make a request to NICHS for one extension per project on a no-cost basis to NICHS. The request must be received in writing, in good time to consider (at the sole discretion of NICHS) the merits of an extension.

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, publication costs, 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.
- 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.

EMPLOYMENT OF STAFF

- 5.8. 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.
- 5.9. 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 Policy co-ordinator as soon as possible.
- 5.10. 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.
- 5.11. 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.
- 5.12. 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.

- 5.13. 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.
- 5.14. 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.

Transfer of an award

- 5.15. A Grantholder wishing to transfer a Grant to another institution should obtain prior written approval from NICHS. NICHS shall decide, in its absolute discretion, whether to approve the transfer of a Grant. NICHS 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 NICHS for a transfer of a Grant will not be given until evidence has been provided to NICHS 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. NICHS will not reimburse any additional expenses incurred as a result of transferring a Grant.

6. Research monitoring

- 6.1. The Institution shall submit to NICHS an Annual Report. This will be reviewed by a member of the Scientific Research Committee (“SRC”) of NICHS and the SRC Chair. Subsequent funding will not be released unless the Annual Report is approved. NICHS uses “Researchfish” to collect data on outcomes and impacts arising from its awards. Grantholders are obliged to submit, once annually NICHS-related grant evaluation data during a defined time period (January to March annually) through Researchfish, although information can be added at any time throughout the year. Grantholders will be informed in advance of any deadlines. Data will need to be submitted after the End Date, until notified of the cut-off point.
- 6.2. NICHS reserves the right to request more frequent reports or additional information in certain cases. If sufficient progress is not demonstrated in an Annual Report, as assessed by NICHS, NICHS may require a meeting with the Grantholder and authorised representatives of the Institution.
- 6.3. NICHS reserves the right to use extracts from the Annual Report (and any other reports) in its publications. The Grantholder 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.

6.4. Grantholders will be notified of the dates when reports are required and should note that failure to submit reports on time will 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.

7. Acknowledgement of NICHHS's support & Publication of Results

7.1. If publication of the results of the Project is likely to attract significant publicity or controversy, the Institution must inform NICHHS well in advance so that press releases and a media strategy can be jointly formulated and implemented.

7.2. 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:

- a) The Grantholder must ensure that NICHHS support is acknowledged in all publications/presentations/patent applications, quoting "Northern Ireland Chest Heart & Stroke" followed by the award reference number (found in the Award Letter). The Grant holder must inform NICHHS of the publication/presentation within 2 months.
- b) 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.
- c) Copies of any posters produced as a result of Grant-funded research should be submitted (electronically) to the Research and Policy Coordinator at NICHHS.
- d) The NICHHS logo must be used in any presentation or publicity material when acknowledging funding, consistent with the NICHHS Branding Policy. The Grantholder should contact the Research and Policy Coordinator in advance to ensure the logo is used appropriately.

8. Fundraising activities

8.1. NICHHS reserves the right to use data/results or other material from Grant-funded research as part of its fundraising or publicity activities. 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.

8.2. The Grantholder and personnel supported by the Grant may be approached by NICHHS for expert advice on specific scientific or clinical topics.

- 8.3. The Grantholder shall promote awareness of the aims of NICHS and to reasonably assist with the promulgation of results from the Project.
- 8.4. The Grantholder shall assist NICHS in the dissemination, of research progress and funding, to the public (our donors).

9. Intellectual Property

- 9.1. The Institution shall (if not already) put in place appropriate procedures and policies for the identification, protection, management and exploitation of Intellectual Property.
- 9.2. The Institution shall use diligent endeavours to identify and where possible exploit/commercialise any Grant Funded Intellectual Property.
- 9.3. The Institution hereby grants to NICHS 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. The Institution and NICHS shall, if legally necessary or administratively convenient, execute such formal instruments as may be necessary to give full effect to this Clause 9.3.
- 9.4. If the Institution identifies Grant Funded Intellectual Property which it believes is capable of exploitation/commercialisation, The Institution will promptly notify NICHS. The Institution shall present to NICHS 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 or assignment/assignation) with the express prior written consent of NICHS.
- 9.5. Consistent with the **IP & Revenue Sharing Policy**, the Institution and NICHS shall execute a Revenue Sharing Agreement in respect of the Grant Funded Intellectual Property.
- 9.6. NICHS 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 NICHS or public morality.
- 9.7. 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.
- 9.8. If the Institution fails to exploit the Grant Funded Intellectual Property which NICHS reasonably considers should/can be exploited, NICHS 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 NICHS. Such assistance shall include licensing, assigning or otherwise transferring all rights in the Grant Funded Intellectual Property to NICHS, provided always that NICHS and the Institution shall agree an appropriate revenue sharing arrangement.

9.9. The Institution agrees that NICHS may appoint a third party intellectual property and technology transfer agent or advisor. NICHS 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.

10. Suspension or Termination of a Grant

10.1. Without prejudice to any other rights that NICHS may have, whether in these terms and conditions or otherwise, NICHS reserves the right to suspend or terminate a Grant at any time and for any reason. So far as reasonably practical, NICHS shall endeavour to give at least 30 days prior notice, but shall be entitled to suspend or terminate without notice.

10.2. Where there has been no breach of the Contract by the Institution, NICHS will reimburse the Institution for expenditure properly incurred by it and authorised under the Grant up to the termination or suspension date.

11. Amendment to these terms and conditions

11.1. NICHS 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 NICHS website.

11.2. 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.

12. General

12.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

12.2. 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.

12.3. 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.

13. Law

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