



## Terms and Conditions of Research Grant

FOR INFORMATION ONLY

# Terms and Conditions of Research Grant

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# Terms and Conditions of Research Grant

**RESEARCH INSTITUTION:** “*name and address and registered details*” defined as (“the Institution”)

**RESEARCH PROJECT:** “title” as more particularly set out in Annex 1 of these Terms and Conditions and defined as (“the Project”)

**RESEARCH GRANT “£ “ defined as (“the Grant”)**

## 1 Definitions and Interpretation

1.1 In these Terms and Conditions the following words, unless the context requires otherwise, have the meanings set out below:-

“Agreement” means the Terms and Conditions, the Application Form and the Letter of Award;

“Application Form” means the Application Form completed by the Principal Investigator relating to the Project as approved by the Foundation;

“Background IPR” means any and all Intellectual Property owned or controlled by the Institution or by any other third party which is generated outside the Project and used in the performance of the Project and this Agreement;

“Data” means any information or data (including but not limited to images) that is collected, collated or generated in the performance of the Project. For the avoidance of doubt, Data does not include information or data that has been analysed as part of the Project and is Foreground IP.

“Data Protection Legislation” means any directly applicable law relating to the processing, privacy, and use, of Personal Data.

“Equipment” means any equipment purchased with the Grant in accordance with the terms of the Agreement;

“Foreground IPR” means any and all Intellectual Property conceived, reduced to practice, developed, generated or otherwise resulting from the performance or implementation of the Project;

“Foundation” means the charity Meningitis Research Foundation, registered charity no. 1091105 in the England and Wales, SCO37586 in Scotland and 20034368 in the Republic of Ireland;

“Grant Period” means the period beginning on the start date agreed between the Parties and over which the Grant is payable to the Institution in accordance with this Agreement;

“Intellectual Property” means any and all patents, utility models, registered designs, unregistered design rights, copyright, database rights, rights in respect of know-how,

rights in respect of confidential information, property rights in materials, extensions of the term of any such rights, and applications for and the right to apply for any of the foregoing registered property and rights, and any similar or analogous rights in any part of the world;

“Letter of Award” means the letter from the Foundation to the Institution confirming the award of the Grant;

“Midpoint Review” means the review undertaken halfway through the Grant Period as referred to in paragraph 12;

“Patent Applications” means any patent applications filed in respect of all or part of the Foreground IPR;

“Personal Data” has the meaning ascribed to it in the Data Protection Legislation;

“Principal Investigator” means the lead researcher on the Project, who is referred to as “the Principal Applicant” in the Application Form;

“Progress Report” means a report meeting the requirements set out in paragraph 12;

“Scientific Advisory Panel” means the scientific advisory panel of the Foundation or any other panel or committee which may take over the role of such panel or any other body which the Foundation shall from time to time notify to the Institution;

“Sponsor” means the organisation that takes the lead in confirming there are proper arrangements in place for the initiation and management of the research. For the purposes of any Project falling within the scope of the Research Governance Framework for Health and Social Care or the EU Directive on Good Clinical Practice in the Conduct of Clinical Trials on Medicinal Products for Human Use as amended, updated or replaced from time to time or any relevant applicable legislation relating to the management and supervision of clinical trials;

“Staff” means the persons engaged by the Institution for the purposes of the Project (whether employed or self-employed, part-time or full-time, as employee, researcher, consultant, student or in any other capacity); and

“Terms and Conditions” means these Terms and Conditions of Research Grant, as varied by the special conditions of the award (if any) set out in the Letter of Award;

1.2 In these Terms and Conditions, unless the context requires otherwise:-

1.2.1 words importing the singular shall include the plural and vice versa;

1.2.2 references to any gender shall include all other genders; and

1.2.3 references to any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of these Terms and Conditions) and include any order, regulation, instrument or other

subordinate legislation made under the relevant statute or statutory provision.

## **2 These Terms and Conditions**

- 2.1 These Terms and Conditions, signed by an authorised representative of the Institution in accordance with paragraph 19 below, together with the Application Form and the Letter of Award constitute a legally binding agreement between the Foundation and the Institution.
- 2.2 In the event of an inconsistency between the Terms and Conditions and the terms of the Application Form and the Award Letter, and in the absence of an express written statement by the Foundation to the contrary, these Terms and Conditions shall prevail.
- 2.3 Subject to paragraph 13, these Terms and Conditions will remain in force as follows:-
  - 2.3.1 for the period of one year following payment of the last instalment of the Grant;
  - 2.3.2 so long as any part of the Grant remains unspent;
  - 2.3.3 so long as any Terms and Conditions remain unperformed;whichever shall be the longer.

## **3 General**

- 3.1 The Institution shall:
  - 3.1.1 Perform the Project in accordance with this Agreement and with all directly applicable laws;
  - 3.1.2 Either comply with the Foundation's policies or position statements referred to in the Application Form when performing the Project or have policies in place that are equivalent to and consistent with the Foundation's policies or position statements referred to in the Application Form; and
  - 3.1.3 Ensure that adequate resources (including but not limited to facilities and appropriately qualified and experienced personnel) are available to perform the Project as detailed in this Agreement and in accordance with any timetable detailed in this Agreement.
- 3.2 The Grant must be used by the Institution only for the purposes of the Project.
- 3.3 The Institution shall submit a written request to the Foundation for any material variation of the Project. The Foundation reserves the right either to accept the request, impose fresh conditions in respect of any changes accepted, refuse the request and/or terminate the Grant where the changes amount to a significant departure from the Project.

- 3.4 The Institution shall notify the Foundation in advance if it anticipates that the start of the Project will be delayed beyond the period of three months of the date of the Award Letter.
- 3.5 Unless agreed otherwise in advance and in writing with the Foundation, the Institution shall submit invoices to the Foundation on a quarterly in arrears basis (as outlined in paragraph 10) and in a timely manner and in the case of the first instalment of the Grant, no later than 6 months from the start of the Grant Period. The Foundation may withhold payment of the first instalment where the Institution's invoice is received later than six months from the start of the Grant Period, unless otherwise agreed in advance and in writing with the Foundation.
- 3.6 Payment of the Grant is dependent on the following conditions being met:
- 3.6.1 the submission of a satisfactory Progress Report by the Institution in accordance with paragraph 12;
  - 3.6.2 the Foundation's receipt of appropriate financial statements and claims for reimbursement made in accordance with paragraph 10;
  - 3.6.3 the provision of satisfactory evidence of approvals in accordance with paragraph 6;
  - 3.6.4 where relevant the successful completion of a Midpoint Review by the Foundation under paragraph 12; and
  - 3.6.5 the continued availability of funds within the Foundation.
- 3.7 Without prejudice to its rights to terminate pursuant to paragraph 12, the Foundation may withhold or suspend payment of the Grant where any or all of the above conditions are not met.

#### **4 Employment of Staff**

- 4.1 The Foundation does not in relation to any of the Institution's Staff act as a full or part-time employer and, the Institution shall be solely responsible for all aspects of the employment or engagement of its Staff in accordance with all applicable laws in the country in which the Institution is situated. The Foundation will not be responsible for claims under any statute or at common law in relation to, nor any liabilities arising from, the employment of Staff.
- 4.2 Any new Staff recruited by the Institution as a result of the Grant must be recruited in accordance with the best practice procedures prevailing in the field in which the Institution operates.
- 4.3 The Foundation has a duty to ensure that all funded Project research is of the highest quality. To this end, the Foundation must be notified immediately of any changes to senior Staff engaged in the Project.
- 4.4 The Institution shall procure that its Staff observe these Terms and Conditions so far as they apply to them, and all conditions attaching to the Application Form, any regulatory and ethical licences, consents and approvals; keep complete and

accurate records of all research, development and other work carried out in connection with the Project . The Institution must obtain from all Staff funded or partially funded by the Grant, CVs and undertakings in favour of the Foundation of an equivalent nature to those on the part of the Institution contained in the Application Form and in these Terms and Conditions.

- 4.5 The Institution shall be responsible , for the management, monitoring and control and of the Project and shall comply with all applicable laws, regulations, codes of practice and guidelines in respect of the Project including but not limited to those regulations governing the use of radioactive isotopes, animals (including those set out in paragraph 7 below), pathogenic organisms, genetically manipulated organisms (GMOs), toxic and hazardous substances, and research on human subjects and human embryos (including those set out in paragraph 6 below).
- 4.6 The Institution shall ensure that all Staff receive training appropriate to their duties, in accordance with all applicable regulations including but not limited to The Control of Substances Hazardous to Health Regulations 1999 (COSHH), the Advisory Committee on Dangerous Pathogens (ACDP), the Advisory Committee on Genetic Modification (ACGM), the Health and Safety at Work Regulations and any other regulatory requirements as may apply from time to time. For Staff involved in the Project and employed by an Institution from outside the UK, the Institution shall ensure that such Staff receive training appropriate to the applicable safety legislation, regulations or guidelines from time to time in force.
- 4.7 The Institution shall be responsible for maintaining appropriate policies of insurance covering professional public liability and employers' liability insurance and it shall provide evidence of such cover to the Foundation upon request.
- 4.8 The Institution shall ensure that, where appropriate, relevant Staff obtain:
  - 4.8.1 appropriate cover with a professional medical defence insurance for any Project activities not covered by NHS indemnity arrangements or by any additional insurance provision made by the Institution; and
  - 4.8.2 General Medical Council registration.
- 4.9 The Foundation will not, save in exceptional circumstances, be willing to consider requests for additional funding for salary purposes (including absence of Staff due to sickness or injury). Consequently any increments or other salary increases not identified in the Application Form will be the responsibility of the Institution.
- 4.10 The Foundation will not pay the cost of maternity/paternity leave for Staff funded by the Grant. As the employer, the Institution will be obliged to pay any statutory or contractual maternity/paternity payments from funds other than the Grant. If a member of Staff is due to take maternity/paternity leave, the Institution should inform the Foundation of the dates in advance so that the relevant part of the Grant can be suspended for the period of maternity/paternity leave until full-time employment is resumed. Should alternative arrangements be proposed, including temporary appointments or return to work on a part-time basis, the

Foundation's permission must be obtained in writing prior to the commencement of the relevant maternity/paternity leave.

- 4.11 The tenure of appointment of Staff must be confined strictly to the Grant period unless the Institution wishes to retain the Staff beyond this period for its own purpose and at its own expense.
- 4.12 If the Principal Investigator wishes to move to another institution any unpaid or unspent Grant monies will not be transferred with the Principal Investigator unless the Foundation gives the Institution prior written approval. In this circumstance the Foundation has the right, solely at its own discretion, to terminate the Grant.

## **5 Data Protection**

- 5.1 The Institution shall at all times comply with the Data Protection Legislation.
- 5.2 As regards Personal Data submitted to the Foundation, whether as part of the Application Form or otherwise, the Foundation's Privacy Policy will apply and the Institution shall ensure that the Foundation's Privacy Policy is brought to the attention of any individual whose Personal Data is provided to the Foundation.
- 5.3 As regards Personal Data collected in the course of the performance of the Project, and unless agreed otherwise in advance with the Foundation, the Institution acknowledges that the Foundation is not a processor or controller of such Personal Data. The Institution shall ensure that:
  - 5.3.1 It is only used to the limited extent necessary for the purposes of the Project; and
  - 5.3.2 No such Personal Data is provided to the Foundation unless the Institution has an appropriate lawful basis for doing so.

## **6 Ethics**

- 6.1 The Institution shall obtain all appropriate ethics committee and other relevant regulatory approvals and submit copies of such approvals to the Foundation.
- 6.2 No part of the Grant shall be paid to the Institution and no part of the Project shall commence until the Institution has provided the Foundation with satisfactory evidence that all necessary approvals have been obtained.

## **7 Experiments involving animals**

- 7.1 The use of animals in experiments connected with the Project must be limited to that set out in the Application Form.
- 7.2 Where the Project involves the use of animals the Institution shall ensure that:-
  - 7.2.1 before Project commences all necessary licences have been obtained;



7.2.2 the Project is carried out in accordance with all applicable laws, codes of practice and guidelines, (including but not limited to the Foundation's policies as referred to in the Application Form and the 3Rs Principles promoted by the National Centre for Replacement, Refinement and Reduction of Animals in Research); and

7.2.3 notwithstanding paragraph 7.2.2 above, the Project shall be carried out to the highest possible standard.

## **8 Equipment**

8.1 Equipment is to be used in the location of the department in which the Principal Investigator currently works, and solely for the Project. The Equipment may only be used for other research with the express prior written permission of the Foundation. In the event that the Equipment ceases to be used for research into meningitis and associated infections, the Foundation may, in its discretion:

8.1.1 Require a full or partial repayment of the relevant element of the Grant;

8.1.2 Require that the Institution implements an agreed strategy for the appropriate use of the Equipment;

8.1.3 Require that the Equipment is transferred to another institution, at no cost to the Foundation and subject to any necessary discussion with the institution concerned.

8.2 The Foundation will only reimburse the Institution for the purchase of Equipment as detailed in the Application Form, and no alternative or additional equipment may be purchased without the prior written approval of the Foundation.

8.3 Any loss resulting from payments made for Equipment in advance of delivery will be entirely the responsibility of the Institution. The Institution is responsible for ensuring that all Equipment is adequately insured. If any Equipment is damaged or destroyed during the Grant Period the Institution will be required to repair or replace it.

8.4 Without prejudice to paragraph 8.5 below and subject to paragraph 4.12, should the Principal Investigator move to another institution during the Grant Period or within three years of the expiry of the Grant Period, the Foundation reserves the right to require that the Equipment be transferred to such other institution, at no cost to the Foundation, subject to any necessary discussion with the institution concerned.

8.5 The Institution shall have sole responsibility for the maintenance of the Equipment. The Equipment shall not be disposed of during its useful lifetime without the Foundation's prior written approval.

8.6 A prominent label shall be attached to all Equipment showing the Equipment was provided by the Foundation.

- 8.7 In exceptional circumstances, further Terms and Conditions in relation to highly specialised items of Equipment may be detailed in the Letter of Award.
- 8.8 The Institution shall not sell, dispose of, use or license the Equipment for any commercial use or purpose without the Foundation's prior written approval. The Foundation may impose conditions on such approval, including the right of the Foundation to share any revenue or any other financial benefit that results from the commercial use.

## **9 Responsibilities of the Institution and Limitations of the Foundation's Liability**

- 9.1 It is the responsibility of the Institution to ensure that the Grant is applied exclusively and appropriately in accordance with the Agreement and that it does not enter any arrangement that conflicts with or prevents it from performing its obligations under this Agreement. The Institution shall also ensure that the work funded by the Grant is undertaken in an adequate and proper way and by properly qualified persons, and that there is appropriate supervision of the Project, Staff, Equipment and any people and/or activity funded by the Grant. The Institution acknowledges that the Foundation does not under any circumstances accept liability as research 'sponsor' under any relevant legislation.
- 9.2 The Foundation is not the Sponsor. The Institution in which the research takes place must either accept responsibility as the Sponsor or put in place arrangements with a third party such as a local NHS Trust to be the Sponsor, as well as ensuring that all other legal requirements or other applicable codes of best practice are fully complied with. The Institution undertakes that it will provide the Foundation with details of the person or persons who will act as Sponsor.
- 9.3 The Foundation accepts no responsibility, financial or otherwise, for the application of the Grant or for any liability arising from its expenditure or otherwise arising out of the Project (including any specific research or funded activity).
- 9.4 The Foundation accepts no responsibility for costs or liabilities incurred in connection with the Project other than those costs detailed in this Agreement. The Institution shall manage its expenditure of the Grant in accordance with its the normal standards and procedures including but not limited to the formal audit arrangements that exist within the Institution.
- 9.5 The Foundation shall not be liable for any loss, damage, costs, or expenses of any nature whatsoever incurred or suffered by the Institution that is (i) of an indirect, special, or consequential nature; or (ii) any loss of profits, revenue, business opportunity, or goodwill.
- 9.6 Nothing in this Agreement excludes, or purports to exclude a Party's liability to the extent that it may not be so excluded under applicable law, including any such liability for death or personal injury caused by a Party's negligence or any such liability for fraud.

## **10 Financial Arrangements**

- 10.1 The Grant is awarded by the Foundation towards the direct cost of the Project, for the avoidance of doubt, it shall not be used for indirect or overhead costs of the Institution.
- 10.2 Reimbursement of expenditure funded by the Grant will only be made by the Foundation on receipt of claims certified to be correct by either the chief finance officer, the chief administrative officer or position of equivalent authority in the Institution. Claims must be submitted in a form prescribed or approved by the Foundation.
- 10.3 Claims for reimbursement of expenditure in each quarter should be submitted in arrears.
- 10.4 Claims for reimbursement of the cost of Equipment must be accompanied by copies of the supplier's invoice/s.
- 10.5 The Foundation reserves the right to ask for confirmation from the external auditors of the Institution of the following:-
- 10.5.1 that the annual accounts of the Institution have been approved by the auditors without qualification;
- 10.5.2 that the management letter from the auditors confirms that proper systems of control were in place and that there were no matters that did or could significantly affect the administration of the Grant; and
- 10.5.3 that the Grant has been used for the purposes for which it was awarded.
- 10.6 In addition to the Foundation's rights under paragraph 12.8, the Foundation also reserves the right to ask auditors of its own choice to request confirmation from the external auditors of the Institution of amounts paid by the Foundation in respect of the Grant. In addition, the Foundation may, at its discretion and cost, commission a separate audit of the Grant and/or the systems used by the Institution to administer the Grant, including the system of equipment procurement, and, in so doing, it may or may not seek to use the internal audit function of the Institution.
- 10.7 If at completion of the Project, the Project runs under budget, any excess Grant monies shall be returned to the Foundation and shall not be available to the Institution for any other purposes.
- 10.8 The final claim for payment of Grant monies, being the last instalment of the Grant, will only be accepted and paid by the Foundation if it is submitted by the Institution within 6 months of the end of the Grant Period and the conditions in paragraph 3.6 are met.

## **11 Intellectual Property and Commercial Exploitation**

- 11.1 As a charity, the Foundation is committed to advancing prevention, diagnosis and treatment of meningitis and associated infections through its support for research. The Foundation wishes (and is obliged as a matter of charity law) to ensure that the useful results of the Project are published “for the public good”.
- 11.2 Title to all Background IPR shall remain with the Institution or its licensors and nothing in this Agreement shall affect the ownership of either Party’s Background IP. Subject to paragraph 11.9 below, title to the Foreground IPR shall belong to the Institution.
- 11.3 The Institution shall:-
- 11.3.1 develop and implement strategies and procedures for the identification, protection and exploitation of the Foreground IPR;
  - 11.3.2 unless otherwise agreed bear all costs incurred in connection with the preparation, filing, prosecution and maintenance of any Patent Applications filed by the Institution;
  - 11.3.3 keep the Foundation advised as to the progress of any Patent Applications, and provide the Foundation with copies of all papers received and filed in connection with the Patent Applications;
  - 11.3.4 not amend or abandon any Patent Application or registration made in its sole name without first consulting with the Foundation;
  - 11.3.5 notify the Foundation promptly if any Foreground IPR that may be of medical or commercial value is created, and ensure that such Foreground IPR is protected and not published or otherwise publicly disclosed prior to protection (whilst at the same ensuring that potential delays in publication are minimised);
  - 11.3.6 ensure that all Staff are employed or retained on terms that assign the Foreground IPR to the Institution;
  - 11.3.7 ensure that the Foreground IPR is not commercially exploited in any way without the prior written consent of the Foundation such consent not to be unreasonably withheld. As a condition of granting such consent, the Foundation may require the Institution to agree to terms of exploitation of the Foreground IPR. These conditions may include the sharing of the benefits (such as revenues and equity) as appropriate or in accordance with standard arrangements established by the Association of Medical Research Charities. (For the avoidance of doubt, exploitation includes use of the Foreground IPR for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer of rights for commercial purposes).
- 11.4 The Institution shall at the request of the Foundation provide the Foundation with:-

- 11.4.1 an annual report setting out details of the exploitation of Foreground IPR for the period covered by the report, including any sums received in respect of such exploitation;
- 11.4.2 copies of all agreements with commercial or other partners regarding exploitation of the Foreground IPR; and
- 11.4.3 the right to audit the Institution's relevant accounts.
- 11.5 Neither the Institution nor any member of Staff shall enter into confidentiality agreements or other agreements or arrangements with any other party where that party would place restrictions on the publication of or obtain knowledge of the results of the Project research or the Foreground IPR without obtaining the prior written approval of the Foundation.
- 11.6 If the Institution decides not to file any Patent Application or otherwise proceed with the protection of any Foreground IPR, the Institution will promptly notify the Foundation and fully co-operate (and ensure that the Staff co-operate) with the Foundation so that the Foundation will have an unreserved and unrestricted right, but not a duty, to file any Patent Application itself at its own cost and in its own name, or otherwise seek protection of the Foreground IPR and the Institution will not be entitled to share in any resulting profit or benefit. Such co-operation shall include the taking of all steps and execution of all documents as may be required to entitle the Foundation to file and/or prosecute Patent Applications.
- 11.7 The Institution shall not without the prior written consent of the Foundation assign, transfer or in any other way part with any rights in connection with the Foreground IPR.
- 11.8 In order to support the Foundation's obligation to ensure that the useful results of the Project research are published for the public good, the Institution is required to and hereby grants the Foundation (free of charge) the right to use of any copyright material created or acquired in connection with the Project except where, and only for so long as, such use involves publication of the material and any such proposed publication would be likely to:
- 11.8.1 prejudice the successful prosecution of any Patent Applications;
- 11.8.2 infringe the intellectual property rights of a third party or amount to an unauthorised disclosure of information which is subject to obligations of confidence owed to a third party.
- 11.9 Occasionally it will be necessary for the Foundation to require that all copyright and rights of a similar nature arising from the Project and capable of being conferred under the laws of the United Kingdom and such other relevant countries should be assigned to and vested absolutely in the Foundation. At the request of the Foundation, the Institution shall execute or procure the execution of such deeds and documents and do such other acts and things as may be necessary to achieve such assignment and transfer.

11.10 In order to support the Foundation's obligation to ensure that the useful results of the Project research are available for the public good and unless agreed otherwise with the Institution, the Institution shall, where legally possible:

11.10.1 Take reasonable steps to make the Data available for non-commercial use. This may include selecting open access publication in journals and liberal licensing that allows others to use the Data for non-commercial purposes;

11.10.2 Ensure that the Data is made available to the Foundation for the Foundation's use.

## **12 Progress Reports and Audit**

12.1 The Institution shall procure that the Principal Investigator submits to the Foundation, for the Midpoint Review and at the end of the Grant Period, Progress Reports which will include the following:

12.1.1 a résumé of work achieved in the Project over the reporting period, including progress against any milestones set out in the Annex 1 of these Terms and Conditions or subsequent correspondence, and details of any problems which have been encountered;

12.1.2 an outline of how the rest of the Project will be taken forward in light of what has been achieved;

12.1.3 a list of any publications or presentations arising from the Project over the reporting period; and

12.1.4 a summary of progress on creation and exploitation of IP if applicable.

12.2 All Progress Reports made to the Foundation should be accompanied by a lay summary and a financial statement showing a breakdown of expenditure of all Grant monies covered by the period of the Progress Report. Details of the required format for reports will be issued by the Foundation.

12.3 Upon receipt of a Progress Report, the Foundation's Scientific Advisory Panel shall carry out a review of the Project, in particular, measuring performance on the Project against the objectives and milestones set out in Annex 1 of these Terms and Conditions and evaluating whether or not the portion of the Grant that is the subject of the Progress Report has been applied properly and in accordance with the Terms and Conditions.

12.4 The Foundation may withhold unpaid instalments of the Grant in the event that a Progress Report is, in its opinion, unsatisfactory or is not submitted by the date requested. The Foundation may also require the Institution to instruct the Principal Investigator to remedy weaknesses and produce a further Progress Report addressing particular areas of concern.

- 12.5 The Foundation shall notify the Institution within 6 weeks of the receipt of each Progress Report, whether or not the Foundation is satisfied with progress on the Project and whether or not funding will continue. In the event that a further Progress Report is required, it shall be submitted to the Foundation within one month of notification.
- 12.6 The Institution will procure that the Principal Investigator shall submit a final Progress Report within three months of the end of Grant Period which, in addition to the matters set out in paragraph 12 above, should refer to the clinical benefit/potential value of the Project in relation to the prevention, diagnosis or treatment of meningitis and associated infections and their complications, as explained in the Application Form and scope of the research call.
- 12.7 The Foundation may withhold payment of the final instalment of the Grant until the final Progress Report is submitted.
- 12.8 The Institution must ensure proper financial management of grants and accountability for the use of charitable funds. Therefore, and unless agreed otherwise, the Institution shall:
- 12.8.1 maintain proper financial records relating to the Project at all times during the Grant Period and for a period of six (6) years after the end of the Grant Period.
  - 12.8.2 grant to the Foundation, and to any nominee of the Foundation, reasonable access to (and if necessary to copy) the financial records and/or other information relating to financial records required to show that the Institution has used the amounts paid in accordance with this Agreement. The Foundation may request at any time such evidence with reasonable prior notice, for the duration of the Grant Period and for a period of six (6) years after the end of the Grant Period.

### **13 Termination of the Grant**

- 13.1 The Foundation reserves the right, without notice at any time, immediately to terminate the Grant should it so wishes. In such a case, the Foundation will, subject to the provisions of paragraph 10 above, reimburse the Institution for Project expenditure properly incurred up to the termination date, but it will not in any event be responsible for, nor indemnify the Institution against, any other costs or liabilities nor, without limitation, any of the matters referred to in paragraph 4.1 above.
- 13.2 Without prejudice to the generality of paragraph 13.1, in the event that the conditions in paragraph 3.6 are not satisfied, termination of the Grant will occur on the date on which the Foundation notifies the Institution that the relevant condition has not been met.
- 13.3 The Foundation may at any time terminate this Agreement by notice in writing to the Institution, such termination to take effect as specified in the notice, if the Institution is in material or persistent breach of this Agreement and, in the case

of a breach capable of remedy within thirty (30) days, the breach is not remedied within thirty (30) days of the Institution's receipt of a notice specifying the breach and requiring its remedy.

13.4 Following any termination of this Agreement for any reason, the following provisions shall remain in full force and effect: paragraphs 8, 9, 11, 16.

#### **14 Site Visits**

The Foundation may inspect the Project facilities at the Institution at any reasonable time by giving reasonable notice to the Institution.

#### **15 Supervision, monitoring and evaluation**

The Foundation has a responsibility to ensure that work of the highest quality is produced. The Foundation therefore requires that the Institution ensures that all funded work is at all times adequately supervised, monitored and evaluated. The results of the Project must be subject to proper evaluation before they are published.

#### **16 Publications and Publicity**

16.1 The Foundation's ability to award grants is dependent upon continued support from voluntary donations. In order to maintain donations and to further public understanding of meningitis and its effects, the public needs to be kept informed of research developments, including the projects the Foundation directly funds. The Foundation must, therefore, be kept informed of the results of the Project and its anticipated impact. This responsibility rests with the Institution.

16.2 Subject to paragraph 11 above, the Institution must ensure that all useful knowledge acquired from the Project is disseminated to the public and others able to utilise or benefit from it. Where ever possible this includes selecting open access publication in journals and liberal licensing that allows others to build upon the results of the Project. Where the research is highly technical, restricted access through medical publications, universities, and other medical and educational establishments to persons who have a sufficient reason to study the material will be acceptable.

16.3 The Institution must ensure that the Foundation's contribution to the funding of the Project is acknowledged, in line with the standard publishing requirements of the selected medium. This includes in all publications, presentations and other communications relating to the Project (including conference poster sessions and presentations). The Institution shall ensure that in all outputs for the media, the Foundation's funding is acknowledged and that, wherever possible, it will work with the Foundation to maximise opportunities for promoting the Project, including making a spokesperson available to the media where relevant.

16.4 The Institution must ensure that any press release or media statement associated wholly or partly with the Project is reviewed by the Foundation's Communications team ahead of distribution.



16.5 The Institution shall give the Foundation notice of [ no less than five working days] of any proposed external communications it intends to make regarding the Project. The Institution shall ensure that the Principal Investigator contacts the Foundation before contacting the media on any aspect of the Project, so that opportunities for joint communications can be explored and agreed. The Foundation reserves the right to require that the Institution makes clear in any external communications that the conclusions of the Project research are not the views of the Foundation.

16.6 The Institution shall ensure that the Principal Investigator forwards the accepted manuscript and publication details (e.g. journal and provisional publication date) of every research paper (based wholly or partly upon Project funded by the Grant) and any other proposed publication of the results of the Project to the Foundation, including data. This should also include all DOIs, so the Foundation can accurately link to the most up-to-date publication outputs. This should happen after it is accepted and ahead of publication.

## **17 Good Scientific Practice**

The Foundation expects the highest standards of integrity to be adhered to by the Institution and its staff. The Institution must ensure that it has in place formal procedures for the investigation of allegations of scientific misconduct.

## **18 Variations to these Terms and Conditions**

18.1 Grants awarded by the Foundation are subject to these Terms and Conditions. However, the Foundation reserves the right to make reasonable changes to the Terms and Conditions from time to time on notice to the Institution.

18.2 If for any reason during the Grant Period the amount of the Grant is varied, the Foundation reserves the right to apply the Terms and Conditions current at the time of the amendment.

## **19 Acceptance of the Grant**

Before the Grant may be activated, the Institution must accept, and agree to abide by the Agreement, by signing and returning one copy of these Terms and Conditions to the Foundation. These Terms and Conditions may only be signed by a senior staff member who has the authority to commit the Institution to the Agreement.

## **20 Governing Law clause**

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties hereby submit. Notwithstanding the preceding sentence, nothing in this Agreement shall prevent either Party from seeking an interim injunction in any court of competent jurisdiction.

**DETAIL OF THE GRANT PAYMENTS:**

Project year	Salary (£)	Consumables (£)	Travel and sustenance (£)	Exceptional items (£)	Equipment (£)	Total (£)

I hereby confirm that I am an authorised officer of the Institution, namely

.....,

and that on behalf of the Institution, I accept these Terms and Conditions.

**Signed:**

**Name (please print clearly):**

**Title:**

**E-mail address:**

**Telephone number:**

**Date:**

FOR INFORMATION ONLY

**ANNEX 1**

**' PROJECT TITLE'**

To include the details of the project, the final project plan and the agreed milestones

FOR INFORMATION ONLY