The Kennedy Trust for Rheumatology Research

Conditions and Terms of Grant Awards

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The Kennedy Trust for Rheumatology Research

Conditions and Terms of Grant Awards

These Conditions, together with the Principal Terms, set out the terms and conditions on which the Grant is made by The Kennedy Trust for Rheumatology Research ("The Trust") to The University.

The University must ensure that the Beneficiary (or Department), and others supported by the Grant, are made aware of and comply with these Conditions and the Principal Terms.

1. Definitions

The following terms shall have the following meanings as set out in these Conditions:

"Department" shall mean that part of the University in which the Grant-funded activity is to take place.

"Beneficiary" or *"Beneficiaries"* shall mean the principal applicant and any co-applicant, as specified in the Principal Terms, where such applicant(s) is an individual.

"Department Head" shall mean the head of the Department.

"Grant" shall mean the grant described in the Principal Terms.

"Grant-funded Equipment" shall mean the equipment funded by the Grant.

"Grant Period" shall mean the period for the Grant set out in the Principal Terms.

"The University" shall mean the University to which the Grant is awarded.

"Intellectual Property" and *"IP"* shall mean intellectual property, including without limitation all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how.

"The Trust" shall mean the Kennedy Trust for Rheumatology Research (a charity registered in England with number 260059), acting through its Trustees.

"Trust-funded IP" shall mean the Intellectual Property that is, or has been, created, exemplified or developed (whether in whole or in part) from the research that The Trust funds.

"Principal Terms" shall mean the terms sent to the University confirming the Grant that has been awarded and other specific matters.

2. Employment

2.1 The Trust does not act as an employer with respect to the Grant, and therefore in all cases where support is provided on the Grant for the employment of staff, The University undertakes to issue a contract of employment to such staff that is in compliance with relevant laws and regulations. The Trust will not be responsible for, nor will it indemnify, the University against any claim for redundancy, compensation, dismissal or discrimination, or any other claims for which the University or any permitted sub-contractor may be liable as an employer or otherwise.

2.2 The University must recruit all employees funded by the Grant in compliance with its requirements and recommendations for good practice in recruitment.

2.3 The Trust does not pay the cost of maternity, paternity or adoption leave (or other leave to which an employee is entitled by statute or their employment contract) for people employed on the Grant. As the University is the employer, it is responsible to discharge all employer statutory and contractual payments for such leave, including any entitlement to remuneration during leave for sickness or injury, and the Trust will not supplement the Grant for this purpose.

3. Teaching

3.1 The Trust expects the burden of teaching and additional departmental or administrative duties should be such that they do not impede the delivery of the Grant. Any duties that impact upon the agreed scope of the Grant will require prior approval by the Trust.

4. Clinical status

4.1 The University must ensure that each Beneficiary who holds a clinical fellowship, or who is a clinically qualified research assistant whose research requires contact with patients, holds an honorary clinical contract, for example as a senior house officer, specialist registrar or consultant.

5. Research practice

5.1 The Trust expects the highest standards of integrity to be adhered to by the Beneficiaries, researchers and students whom it funds. The University must have in place its own published standard of good research practice and formal written procedures for the handling of allegations of research misconduct.

5.2 The University must ensure that, before the activity funded by the Grant commences and during the full Grant Period, all the necessary legal and regulatory requirements in order to conduct the research are met, and all the necessary licences and approvals have been obtained.

5.3 The University must ensure that research involving the use of animals complies at all times with the relevant laws and regulations in the host country and that all necessary licences are in place before any work requiring approval takes place. The University should also follow the guidance set out in "Responsibility in the use of animals in bioscience research" at https://www.nc3rs.org.uk/responsibility-use-animals-bioscience-research.

6. Audit

6.1 The University must ensure that the control of expenditure to be funded under the Grant is governed by its normal standards and procedures and is covered by any formal audit arrangements that exist within The University.

6.2 The Trust has the right to request from The University, at any time, any financial information in respect of the Grant or the activities it funds; and/or to ask for confirmation from the external auditors of The University (a) that the external auditors have signed their opinion on the annual accounts of The University without qualification, and (b) that the management letter from the auditors raises no matters that did or could significantly affect the administration of grants awarded by The Trust. If the auditors have raised any such matters in their management letter, The Trust may require The University to provide it with relevant extracts from the letter.

6.3 The Trust has the right, at its discretion and expense (and directly or via third parties engaged by it), to audit the Grant, income and expenditure in relation to the activities funded by the Grant, and/or the systems used by The University to administer Trust grants at any time.

7. Administration

7.1 Payments will not be made on the Grant until The University has formally accepted the Grant and the conditions under which the Grant is awarded in writing and has activated the Grant.

7.2 Grants must be activated within 30 days of the Grant start date by submitting a completed Grant Activation Certificate to the Trust. The Trust may withdraw an award which has not been activated within 12 months of the scheduled start date.

7.3 The University must ensure that the Grant is used for the purposes for which it is awarded.

7.4 The University must ensure that adequate and appropriate resources are provided to support the activities described in the Principal Terms.

7.5 Where funding is being provided for post-graduate Studentships or an MB PhD programme, the University is responsible for selecting, administering and supervising Students throughout their period of training, in accordance with advice and guidance published by the Quality Assurance Agency for Higher Education (QAA).

7.6 The Trust will normally make payments quarterly in arrears on the basis of expenditure information received.

7.7 The University must hold a bank account in the currency specified in the Principal Terms and must notify The Trust of any changes to its bank account details.

7.8 In the event that The University completes the activities funded by the Grant without spending the full amount of the Grant, The University must repay all unspent sums to The Trust and The Trust will not be obliged to make any further payments to The University in respect of the Grant.

7.9 If any amount of the Grant is not used in accordance with the conditions under which the Grant is awarded, The University agrees to repay such amount promptly to The Trust.

7.10 A Final Expenditure Report must be submitted within 3 months of the Grant end date to confirm the breakdown of actual expenditure.

7.11 Any application for a no-cost extension to the Grant must be submitted in writing at least 3 months prior to the Grant end date.

8. Equipment

8.1 The University must ensure that the Grant-funded Equipment is appropriately insured and maintained throughout its useful life.

8.2 The University must not dispose of the Grant-funded Equipment without The Trust's written permission.

9. Publication, publicity and reporting

9.1 The Trust expects that findings from research funded by the Grant will be published in an appropriate form (usually as papers in peer-reviewed journals).

9.2 The publication or release of such findings may be reasonably delayed to enable protection of any Intellectual Property. The identification, protection, management and exploitation of Intellectual Property is subject to section 9 of these conditions.

9.3 The Trust’s contributions must be acknowledged in all publications.

9.4 The University and the principal Beneficiary (or Department Head) must consult with The Trust on any press statements that may be issued about the Grant or the findings from the activities funded by the Grant.

9.5 The Trust is authorised to publicise details of the Grant to include the following: Grant reference number, Grant title, Grant start date, Grant end date, Grant value, Host Institution, PI Name, Grant abstract, Grant summary.

9.6 The principal Beneficiary (or Department Head) must submit reports during the Grant Period on the progress of the activities funded by the Grant as required by The Trust. Reports shall comprise annual Researchfish reports and/or annual Progress Reports.

9.7 An End of Grant Report must be submitted within 3 months of the Grant end date.

10. Intellectual property and commercial activities

The University must:

10.1 develop and implement strategies and procedures for the identification, protection, management and exploitation of all intellectual property created or acquired in connection with an activity funded by the Grant (intellectual property includes without limitation all inventions, discoveries, materials, technologies, products, data, databases, software, patents, copyright and know-how) ("Trust Funded IP");

10.2 notify The Trust promptly when Trust Funded IP that may be of medical or commercial value is created, and ensure that such Trust Funded IP is protected and not published or otherwise publicly disclosed prior to protection (whilst at the same time ensuring that potential delays in publication are minimised);

10.3 permit the Trust to have reasonable access to personnel, facilities and information utilised in, or created or acquired pursuant to, an activity funded by the Grant or the exploitation envisaged under this Condition 9;

10.4 ensure that all persons in receipt of Trust funding or working on an activity funded by the Grant (including employees, students, visiting fellows and sub-contractors) are employed or retained on terms that vest in the University all Trust Funded IP;

10.5 inform the Trust of any proposal to exploit the Trust Funded IP (giving reasonable details);

10.6 not enter into any agreement for the exploitation of the Trust Funded IP without the Trust's prior written consent, such consent not to be unreasonably withheld.

10.7 No Trust Funded IP may be exploited in any way without the Trust's prior written consent, such consent not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer of rights. As a condition of granting such consent, the Trust will require the University to agree terms of exploitation including the sharing of the benefits arising from the exploitation in accordance with Condition 10 below.

10.8 If the University does not protect or exploit any Trust Funded IP to the Trust's satisfaction, the Trust shall have the right, but not a duty, to protect, manage and exploit such Trust Funded IP. The University must, and must ensure that its employees, students, agents and sub-contractors, do all acts required to assist the Trust in such protection, management and exploitation.

10.9 The University shall ensure that separate and accurate records are maintained of the commercial exploitation of the Trust Funded IP and access for the Trust or its appointed representative to inspect and audit such records and to take copies at the Trust's expense.

10.10 In order to support the Trust's obligation to ensure that the useful results of research that it funds are applied for the public benefit, the University must permit the Trust free use of any published material and the copyright therein created or acquired in connection with an activity funded by the Grant. The Trust undertake to give due acknowledgement of the University and the Beneficiary in any publication.

10.11 Condition 9 shall continue to apply after termination of the Grant.

11. Intellectual Property Revenues and Equity Sharing

Revenue or equity benefits resulting from the exploitation of Trust Funded IP are to be shared as follows:

11.1 Technology transfer fees

The organisation exploiting the Trust Funded IP will be entitled to receive a percentage of Net Income received as follows ("Technology Transfer Fee"):

Cumulative Net Income	Technology Transfer Fee
£0 to £100,000	30%
£100,001 to £500,000	25%
Greater than £500,000	20%

"Net Income" is all income received in respect of the exploitation of the Trust Funded IP less Direct Costs.

Direct Costs" are all costs reasonably incurred by such organisation exclusively attributable to the exploitation of the Trust Funded IP, including patent fees and professional costs.

11.2 University and Trust revenue sharing
Net Income received less Technology Transfer Fees shall be distributed between the University and the Trust in the following proportions:

Cumulative Net Income	University & Inventors	The Trust
£0 to £100,000	65%	35%
Greater than £100,000	60%	40%

The University is responsible for any distribution to the inventor(s) from its share of net income.

11.3 Equity Sharing
Any sharing of equity between the University or the Beneficiary or the Trust or others (which includes shares, loan stock, debenture stock and options and other interests in a company) which arises from exploitation of Trust Funded IP must be agreed with the Trust.

11.4 Condition 10 shall continue to apply after termination of the Grant.

12. Limitation of liability

12.1 The Trust accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the activities funded by the Grant. The Trust will not indemnify The University, any Beneficiary or any other person working on the Grant (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which The University may be liable as an employer or otherwise or for which any such person may be liable.

13. Variation and termination

13.1 The Trust reserves the right to amend these Conditions and any terms and conditions in the Principal Terms.

13.2 In the event of any conflict between the provisions of these Grant Conditions as amended from time to time, and of the Principal Terms, the provisions of the Principal Terms will take precedence.

13.3 The University (or a Beneficiary or Department Head if appropriate) must inform The Trust without delay of any change to the status of The University, the Department, the Department Head or the Beneficiaries which might affect their ability to comply with these Conditions.

13.4 The Beneficiary (or Department Head) must inform The Trust as soon as practicable of any significant divergence from the original aims and directions of the activities funded by the Grant.

14. Governing law and jurisdiction

14.1 These Conditions and the Principal Terms shall be governed by and construed in accordance with English law. The University shall irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with these Conditions or the Principal Terms.