



Grant Terms and Conditions of Funding

These Grant Terms and Conditions of Funding apply to the award of a grant (the “**Grant**”) by Great Ormond Street Hospital Children’s Charity (“**GOSH Charity**”). The Grant Terms and Conditions of Funding together with the Award Letter (which may capture additional terms and conditions depending on the award) make up the “**Agreement**” between GOSH Charity and the Host Institution (as defined in the Award Letter) at which the project described in the Proposal (the “**Project**”) is to be carried out and they outline the working arrangements between GOSH Charity, the Grant Holder and the Host Institution.

The Award Letter must be signed by way of acceptance by the Grant Holder, and by two duly authorised officers (normally the Head of Department and the Finance Officer) on behalf of the Host Institution.

1. Purpose of the Grant

- 1.1 For Intramural Grants, the purpose of the Grant awarded under this Agreement is to undertake the Project, with the proviso that such a Project must primarily seek to benefit the Beneficiaries of Great Ormond Street Hospital NHS Foundation Trust (“**GOSH**”). Beneficiaries means ‘NHS patients of GOSH and/or NHS patients associated with GOSH’.
- 1.2 For GOSH Charity National Call Grants, the purpose of the Grant awarded under this Agreement is to undertake the Project, with the proviso that such a project must primarily improve child health.

2. Payment of the Grant

- 2.1 GOSH Charity will only pay for the directly incurred and identifiable costs of the Project. It will not contribute towards Host Institution indirect or infrastructure costs such as rent, general utilities, general administration and supervision costs. The Host Institution hereby undertakes to allocate sufficient resource to meet the full economic cost of the Project.
- 2.2 For medical equipment, Projects approved must be spent within two years of approval, i.e. a bid approved in October 2020 must be spent by 30 September 2022. A tolerance level of up to £5,000 and no more than 5% of the total award, is permitted as an overspend on equipment awards to ease administrative issues when purchasing equipment.
- 2.3 For ongoing programme (welfare) Projects, the amount approved is available to, and must be spent within the financial year in which it is originally requested and awarded for. Any spend not incurred (by recharge invoice) is not available for carry-over and is written-back by GOSH Charity.
- 2.4 For time-limited programme (welfare) Projects, the amount approved is available, and must be spent within the agreed start and end date in which it is originally requested. This will often cover more than one financial year. Such Projects must be spent within the period that the original grant submitted covers, and up to the end of the financial year following the end date.

- 2.5 Payment of the Grant will be made either monthly or quarterly in arrears, upon receipt of an invoice from the Host Institution. Invoices should be submitted with enough detail to verify the costs incurred against the budget given in the application. Copies of suppliers' invoices must accompany all claims for equipment.
- 2.6 The amount of the Grant will not be increased or extended other than in exceptional circumstances and at the sole discretion of GOSH Charity. Provision should be made in the Proposal for the expected cost of salary rises over the period of the Project and, for the avoidance of doubt, salary rises will not constitute exceptional circumstances.
- 2.7 GOSH Charity intends that there is some flexibility within the budget to allow for virement between different budget headings. GOSH Charity does not need approve the virement if the vired funds represent less than 10 per cent of the annual budget, they must however be notified of these changes to the budget. Where the vired funds represent 10 per cent or more of the annual budget the Host Institution must apply to GOSH Charity in advance for written permission to re-allocate the funds.
- 2.8 Continuation of funding is dependent upon the receipt of satisfactory progress reports (see clause 3.4, below).
- 2.9 The final claim for payment of the Grant will only be accepted if it is submitted within six months of the end of the Grant period and a final report has been received by GOSH Charity in a form acceptable to GOSH Charity. Any expenditure must have been made during the lifetime of the Grant.

3. Project management

- 3.1 Funded Projects must commence within six months of the date of the Award Letter and the Grant must be activated by returning the Award Acceptance Form within one month of receiving the Award Letter, unless otherwise agreed with GOSH Charity.
- 3.2 The Grant Holder is expected to be actively engaged in the Project and will be responsible for project management.
- 3.3 The Project should be conducted predominantly according to the objectives and milestones indicated in the Proposal, subject to any variations set out in the Award Letter.
- 3.4 It is a condition of the Grant that GOSH Charity receives an annual report on the progress of the Project. A final report must be provided at the end of the Project and it is a requirement that the Grant Holder continues to provide a report for up to 3 years after the Grant has ended. GOSH Charity will write to notify the Grant Holder of the date by which each report is due and will set out the required format and content of the report. Failure to submit reports on time will jeopardise continuation of the Grant.
- 3.5 If required, progress reports will be reviewed by GOSH Charity's Research Assessment Panel, Grants Committee or relevant Committee.
- 3.6 The Grant Holder and the Host Institution must make themselves available for an annual review meeting with GOSH Charity if so required. Such a meeting would usually take place at the Project site or virtually.

- 3.7 Further to clause 3.3, if the progress of the Project varies substantially from the objectives set out in the Proposal this may amount to a breach of this Agreement and GOSH Charity reserves the right to withdraw the Grant. If GOSH Charity decides to withdraw the Grant, the Grant Holder and the Host Institution will be given 28 days to appeal before the Grant is terminated. (Refer to clause 13 for further information on termination).
- 3.8 GOSH Charity reserves the right to use extracts from the progress reports in its publications. It is the Grant Holder's responsibility to indicate any information that is confidential and to obtain any consents required from third parties that may otherwise object to such publication. The Grant Holder will be given the opportunity to approve any such extracts and must agree to co-operate with GOSH Charity to meet reasonable deadlines. Consideration will always be given to potential intellectual property issues and the need to avoid releasing unpublished results.

4. Employment of staff

- 4.1 If there is a 'to be appointed' employee in the Proposal, the Host Institution must inform GOSH Charity when an appointment is made and must send GOSH Charity a copy of the successful applicant's CV and details of the salary scale/grade on which they have been appointed. It will not be possible to increase the Grant to allow for the appointment of a person on a higher level than originally envisaged. Provision should be made for this in the Proposal. The Host Institution must, prior to sending GOSH Charity any personal data in relation to any such appointment, seek the consent of the individual concerned and they must be notified of our privacy policy which can be found at <https://www.gosh.org/privacy-policy-statement>.
- 4.2 Budget planning should take proper account of the time taken to appoint any new members of staff and this should be accurately reflected in the cash flow forecast. GOSH Charity must be kept informed of any issues that are likely to affect the proposed timings of the project delivery, including delays to staff appointments. GOSH Charity reserves the right to terminate the Grant in line with the agreed Termination clause (see clause 13) where significant delay to the Project is deemed unacceptable by GOSH Charity's Grants Committee.
- 4.3 GOSH Charity does not act as employer or accept any employer-type responsibility for those employed or otherwise engaged by the Host Institution to carry out the Project. In all cases where funding is provided for the employment of staff, the Host Institution must accept full responsibility for the management of all staff employed in or involved in the Project.
- 4.4 The Host Institution must comply with current national employment legislation and issue a contract of employment to all those employed to work on the Project, in accordance with the provisions of such legislation, stating that the Host Institution is the employer. GOSH Charity will not be responsible for any claims against the Host Institution or Grant Holders under any statute or at common law, nor is it liable for the payment of any taxes associated with such employment, and nor will it indemnify the Host Institution or Grant Holders against any claim for compensation, or against other claims for which the Host Institution or Grant Holders may be liable as an employer or otherwise.
- 4.5 In the event that this Agreement shall terminate or expire, the Host Institution shall indemnify GOSH Charity and keep it indemnified on a continuing basis from and against all losses, costs, claims, demands, actions, fines, penalties, expenses, awards and all other liabilities (including without limitation any claim for a redundancy payment, unfair

dismissal compensation or notice monies) and expenses (including legal expenses on an indemnity basis) in connection with or as a result of any claim or demand by or on behalf of any employee, independent contractor or agency worker, trade union, staff association or employee representative in respect of the employment or engagement of such employee, independent contractor or agency worker or its termination.

- 4.6 In the event that a person employed or engaged to work on the Project needs to take any long-term leave (including maternity leave, paternity leave or long-term sick leave) the Host Institution must inform GOSH Charity immediately. GOSH Charity may decide to suspend the Grant until the person returns to work but the decision will be taken on a case-by-case basis, in consultation with the Host Institution. The cost of the long-term leave must not be funded from the Grant.

5. Research involving human participants

- 5.1 Approval from the appropriate Research Ethics Committees is required if the research involves human participants or human biological samples. Approval should usually be sought before an approach to GOSH Charity is made and copies of the approval documents should be enclosed with the Proposal. If ethics approval is sought after the Grant is approved, approval documents should be shared with GOSH Charity at the earliest opportunity.

6. Research involving animals

- 6.1 Where the research involves the use of animals GOSH Charity requires that the Host Institution, the Grant Holder and the research have the necessary Home Office licences (or equivalent for research taking place outside the UK). Approval should usually be sought before an approach to GOSH Charity is made and copies of the approval documents should be enclosed with the Proposal. Any licences or approval sought after the Grant is approved, approval documents should be shared with GOSH Charity at the earliest opportunity.
- 6.2 GOSH Charity expects the Host Institution and the Grant Holder to consider, at an early stage in the design of any research involving animals, the opportunities for reduction, replacement and refinement of animal involvement.

7. Equipment

- 7.1 Unless otherwise agreed by the parties, any equipment purchased with the aid of the Grant ("**Grant-funded Equipment**") will be owned by the Host Institution.
- 7.2 The Host Institution must endeavour to obtain best value for money when acquiring Grant-funded Equipment and must ensure that all purchases of Grant-funded Equipment are made in the way that, in compliance with all applicable laws, minimises exposure to VAT and other tax. Grant-funded Equipment may be purchased at the zero-rate of VAT, provided a Zero-rated certificate is issued to the supplier. Provision of this certificate to the supplier will be the responsibility of the Host Institution. GOSH Charity will not fund any VAT that is paid to a supplier in error on the purchase of such equipment.
- 7.3 Any Grant-funded Equipment may not be sold, leased, charged or otherwise disposed of within the lifetime of the Grant without the prior written permission of GOSH Charity. The proceeds from any sale or lease of Grant-funded Equipment must be returned to GOSH Charity.

- 7.4 The Host Institution will be responsible for Grant-funded Equipment, including making arrangements for its accommodation, operating and servicing costs, and insurance.

8. Good scientific practice and compliance with laws

- 8.1 GOSH Charity expects the highest standards of integrity to be adhered to in the Projects it funds. For research grants, the Host Institution must have in place written standards of good research practice and written procedures for the investigation of allegations of scientific misconduct. Copies of these must be provided to GOSH Charity on request.
- 8.2 In the event of fraud occurring, GOSH Charity wishes to make it clear that it is the responsibility of the Host Institution to investigate. If a case of fraud is suspected in the course of the Project then GOSH Charity must be notified immediately and kept informed of all developments. The Grant would normally be suspended pending full investigation. If fraud is proven the Grant would be terminated immediately.
- 8.3 The Host Institution and Grant Holders shall at all times comply with all applicable laws, statutes, regulations and codes from time to time in force including (without limitation): the Equality Act 2010; Bribery Act 2010; the Modern Slavery Act 2015; and the Data Protection Act 2018. For the avoidance of doubt, no personal data shall be shared between the parties to this Agreement without an appropriate data sharing agreement being agreed between the parties prior to any sharing of personal data taking place.

9. Dissemination

GOSH Charity is under an obligation to ensure that the useful results of any Project it funds are placed in the public domain. To ensure that the Project funded has maximum impact GOSH Charity are committed to ensuring that the results of this Project are disseminated widely.

- 9.1 The Grant Holder must make every effort to publicise their results, always ensuring that the Project is peer reviewed prior to it being published, publicised or disseminated.
- 9.2 GOSH Charity supports the open access approach which enables Grant Holders to make their results available freely on the internet and retain copyright of the publication. It is expected that the Host Institution will make funds available for this purpose if the original Grant application did not include these costs.
- 9.3 Acknowledgement of the support of GOSH Charity is required in all publications relating to the Project including abstracts submitted to scientific meetings. The format of this acknowledgement should be, "*This work was supported by Great Ormond Street Hospital Children's Charity (registered charity no.1160024) [grant number]*". The name or logo of GOSH Charity ("**Trade Marks**"), as provided in Appendix 1, may only be used by the Grant Holder and/or Host Institution within the United Kingdom and European Union.
- 9.4 The Grant Holder must alert GOSH Charity, and specifically either the Press Office or Grants Manager, in advance of any articles or presentations based on the Project, in time to allow consideration of the implications and wider publicity potential. The Grant Holder must ensure that copies of proposed articles (based wholly or partly on the Project funded) are forwarded to GOSH Charity promptly when the article is accepted for publication or presentation at meetings/conferences. The Grant Holder shall ensure that all relevant press officers in the Host Institution or other institutions are aware of GOSH Charity's requirements.

- 9.5 GOSH Charity will be involved at an early stage of discussions about media strategy and media statements relating to any Project; and will be given the opportunity to be a partner in the media strategy not merely acknowledged. GOSH Charity's aim is a partnership of mutual benefit to all the organisations.
- 9.6 Any press statements associated wholly or partly with the Project must be approved by GOSH Charity prior to release. The Grant Holder shall make reasonable efforts to accommodate requests for assistance from GOSH Charity relating to relevant publicity matters.
- 9.7 GOSH Charity has an obligation to present any findings accurately and responsibly and it will give the Grant Holder copy approval of statements about the Project, particularly regarding accuracy. It will also, if requested, assist in obtaining external corrections.

10. Liability

- 10.1 The Host Institution agrees to indemnify and hold harmless GOSH Charity for all liabilities, costs, damages or expenses incurred by GOSH Charity for its, or its agents or its officers (including Grant Holders) or subcontractors breach of this Agreement, or in defending or settling claims which have resulted by reason of the Host Institution, or its agents or its officers (including Grant Holders) or subcontractors actions/inaction or use of the GOSH Charity Trade Marks.
- 10.2 In addition, where the Project involves human participants, it is recognised that there is the risk of these participants suffering non-negligent harm and provision should be made for this by the Host Institution.
- 10.3 To the extent that the Project involves human participants, the Host Institution specifically agrees to indemnify and keep indemnified GOSH Charity from and against any potential liabilities, costs, damages or expenses arising from and out of any claims made against GOSH Charity by such Project participants as a result of any negligent or non-negligent harm. Such indemnity shall apply only to the extent that GOSH Charity itself is not responsible for such harm, and only to the extent that GOSH Charity (a) promptly notifies the Host Institution of details of the claim; and (b) does not make any admission in relation to the claim; and (c) allows the Host Institution to have the conduct of the defence or settlement of the claim; and (d) gives the Host Institution all reasonable assistance in dealing with the claim.
- 10.4 The Grant Holder and the Host Institution must make it clear to Project participants that, whilst the Project has been funded by GOSH Charity, GOSH Charity can accept no responsibility for either negligent or non-negligent harm and that it is the Grant Holder and the Host Institution that are jointly responsible for the Project undertaken.

11. Intellectual Property (IP)

GOSH Charity is under an obligation to ensure that the useful results of project that it funds are applied to maximise the opportunities to improve the lives of the Beneficiaries of Great Ormond Street Hospital NHS Foundation Trust and for wider public benefit.

- 11.1 The Host Institution must promptly inform GOSH Charity of any results arising from the Project - including any patents, design rights, copyright and other industrial and intellectual

property rights and all scientifically useful material, know-how, data or invention - which may be suitable for commercial exploitation.

- 11.2 Publication or public presentation of the results should not occur until consideration has been given to the need to protect IP and any necessary steps have been taken. However, there should be no unnecessary delay before publication.
- 11.3 Ownership of the IP shall vest in the Host Institution. It is the responsibility of the Host Institution to take steps to protect any IP rights which may be identified. However, the Host Institution shall not be obliged to protect IP where, in the reasonable opinion of both GOSH Charity and the Host Institution, there is insufficient commercial justification to do so.
- 11.4 If the Host Institution decides not to protect or exploit IP, GOSH Charity shall have the right, but not a duty, to protect, manage and exploit such IP. The Host Institution must ensure that its employees, students and any third party acting on its behalf do all acts required to assist GOSH Charity in such protection, management and exploitation.
- 11.5 All revenues generated through the commercial exploitation of IP arising from the Project shall be divided as recommended by the [Association of Medical Research Charities \(AMRC\) guidance](#). The current guidance can be found in the GOSH Charity IP Policy (see Appendix 2) and is also published on the Charity's website. For the avoidance of doubt, in the event of any conflict between the GOSH Charity IP Policy in Appendix 2 or that published on the GOSH Charity website, then the GOSH Charity IP Policy provided in Appendix 2 shall prevail, unless otherwise agreed in writing by the parties to this Agreement, or unless the GOSH Charity IP Policy has not been appended.
- 11.6 The organisation responsible for exploiting the Project is entitled to receive a translation fee on the net income received. It is anticipated that the organisation responsible for this exploitation will deduct the direct costs that have been incurred as a result of exploitation, for example patent costs or proof-of-concept funds. GOSH Charity will not financially support the costs of patent protection and the process of making decisions on patents, except in the unlikely circumstance where GOSH Charity chooses to own the IP.
- 11.7 GOSH Charity expects that the institutional : funder share is split according to the current AMRC recommendations published in the GOSH Charity IP policy (Appendix 2). If GOSH Charity is not the sole funder, it is the responsibility of the Host Institution where the Project is taking place to identify the amount that should be allocated to each funder. It is also the responsibility of the institution to reward the inventor(s) of IP from the revenue share according to its own policy and practice.
- 11.8 The Host Institution shall grant a perpetual, royalty-free, non-exclusive, transferable licence to GOSH Charity to use any of the IP arising out of the Project in connection with GOSH Charity's non-commercial activities.
- 11.9 No IP created as a result of work funded by GOSH Charity may be exploited in any way without the prior written agreement of GOSH Charity, such agreement not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any licence, sale assignment, materials transfer or other transfer of rights.
- 11.10 In relation to the Project if funded jointly by GOSH Charity and any other parties, the Grant Holder must inform GOSH Charity promptly of the identity of any other parties, and must

ensure that all such parties negotiate in good faith, with GOSH Charity and the Host Institution, the terms of a collaboration agreement governing, amongst other things, the exploitation of IP rights in the results of the Project, obligations of confidentiality regarding the results, the rights of GOSH Charity and the other parties to exploit such IP and the division of the revenues arising from such exploitation.

11.11 GOSH Charity requires the Host Institution to ensure that all persons working on the Project are employed or retained on terms that vest in the Host Institution all IP which is created or acquired by any such person in connection with the Project. The Host Institution should have clear guidelines for employees, students, visiting fellows and subcontractors on procedures for the identification and protection of IP.

11.12 Condition 11 shall continue to apply if the Grant is terminated or after the Grant has ended.

12. Fundraising and publicity

12.1 The money to fund Projects would not be available were it not for the activities and goodwill of GOSH Charity supporters and volunteers. It is a condition of this Grant that the Grant Holder and the Host Institution co-operate with GOSH Charity on fundraising/publicity initiatives around the award of the Grant and the Project to be undertaken. This may include but is not limited to attendance and speaking at events as well as assistance with images and copy for GOSH Charity.

13. Termination

13.1 If the Grant Holder and/or the Host Institution fail to comply with their obligations contained within this Agreement and any failure (if capable of being remedied) remains unremedied for 28 days after notice is served by GOSH Charity, GOSH Charity shall be entitled to terminate the Grant on three months' written notice. In this event, GOSH Charity may elect to meet the Host Institution's reasonable costs necessary to discharge such the obligations detailed within the original Project budget submitted as part of the Proposal which cannot be cancelled and which exist at the time of termination.

13.2 In addition to clause 3.7 and 8.2, GOSH Charity may terminate the Grant forthwith if:

13.2.1 The Host Institution and/or the Grant Holder does anything which in the reasonable opinion of GOSH Charity brings or is likely to bring the Trade Marks or reputation of GOSH Charity into disrepute;

13.2.2 A resolution is passed for the voluntary or compulsory liquidation of the Host Institution or if a receiver is appointed over all or part of its business.

13.3 On termination of the Grant pursuant to clauses 3.7, 8.2, 13.1, 13.2 or 14 of this Agreement the Host Institution and the Grant Holder will forthwith cease to use GOSH Charity's Trade Mark in connection with the Project, unless otherwise agreed by GOSH Charity in writing, and GOSH Charity reserves the right, in exceptional circumstances, to request a return of some or all of the Grant paid to date.

13.4 On termination of the Grant pursuant to clauses 13.2, the Host Institution shall be responsible for the costs necessary to discharge such the obligations detailed within the original Project budget submitted as part of the Proposal which cannot be cancelled and which exist at the time of termination.

- 13.5 In the event that the Grant Holder ceases to be employed by the Host Institution GOSH Charity may elect to terminate this Agreement, and in the event that termination is caused by the Grant Holder moving to another institution the Host Institution shall cooperate fully with GOSH Charity, the Grant Holder and their new institution to facilitate successful completion of the Project.

14. Force majeure

- 14.1 Neither GOSH Charity or the Host Institution or Grant Holder will be liable if delayed in or prevented from performing its obligations hereunder due to a Force Majeure Event, provided that it promptly notifies the other of the Force Majeure Event and its expected duration, and uses reasonable endeavours to minimise the effects of that event.
- 14.2 If, due to Force Majeure Event, GOSH Charity or the Host Institution or Grant Holder is unable to perform a material obligation, or is delayed in or prevented from performing its obligations for a continuous period of more than 30 days, the other party may, within a further 10 days terminate this Agreement on notice, otherwise this Agreement shall continue in full force and effect.
- 14.3 For the purposes of this Agreement, Force Majeure Event shall mean, an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations here-under, including without limitation war, revolution, terrorism, riot or civil commotion, or precautions against any such; strikes, lock outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions.

15. Alternative dispute resolution

- 15.1 If any dispute or difference arises between the parties pursuant to this Agreement, the parties shall, within 10 days of service of a written request from either party, meet in good faith to resolve the dispute or difference. Where a face to face meeting is impractical (for instance in the case of the Project taking place overseas), the meeting may be conducted via a conference call.
- 15.2 If the dispute or difference is not resolved at such a meeting, either party may propose to the other party by service of a written notice that the matter be referred to a non-binding mediation and, if such proposal is accepted, the mediator shall be appointed by agreement between the parties but shall, in all cases, be a UK-based organisation.
- 15.3 If the dispute or difference it not resolved by mediation within 60 days of a mediator being appointed or if the parties do not agree to refer the dispute or difference to mediation under this clause 15 or if the parties elect to withdraw from the mediation, the dispute or difference may be referred by either of the parties to litigation.
- 15.4 The parties shall not be obliged to comply with the terms of this clause 15 in the event that the dispute or difference concerns the payment or monies by one party to the other which payment has not been made and is now overdue in accordance with the terms of this Agreement.

16. General

- 16.1 This Agreement is the entire Agreement between the parties and replaces any previous agreements relating to its subject matter.
- 16.2 Once signed, no change to this Agreement shall be effective unless it is in writing and signed by the parties.
- 16.3 This Agreement may be signed in any number of counterparts, each of which, when signed, shall constitute the one Agreement.
- 16.4 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.
- 16.5 Each party agrees that, subject to clause 15, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

Appendix 1 – Logo guidelines



SCHEDULE A GREAT ORMOND STREET HOSPITAL CHARITY LOGO GUIDELINES

OUR LOGO

Our logo must always be used in its entirety and should never be recreated, distorted or redrawn in any way. The logo may only be used with permission from GOSIPL.

APPROVAL

All uses of the logo should be approved by your account manager before printing or manufacturing items featuring the logo.

LEGAL REQUIREMENTS/COPYRIGHT

The Charity's identity is protected by trademark and copyright law and this must be acknowledged wherever the logo is used. The charity number must also be stated, and therefore the line below should be used in its entirety on all communication featuring the logo:

Great Ormond Street Hospital Children's Charity. Registered Charity no. 1160024.

This should be typeset in at least 6pt, preferably on the same page as the first reproduction of the logo, but for leaflets and brochures, the back page is acceptable.

SIZE

Please liaise with your account manager for guidance on sizing for different formats. The width of the logo (in its entirety, including both graphic and text elements) should never be less than 24mm for print or 120px for digital applications.

LOGO VARIATIONS

There are two preferred version of the logo: with white text and black text. The logo may be placed over solid colours or over photos. Choose the version that stands out best in your design. An outline version may also be used, but only where necessary (for example, on very dark backgrounds).

POSITIONING

The logo always appears top left or bottom right of any layout. Any other positioning should be signed off by your account manager.

EXCLUSION ZONE

The exclusion zone maintains the integrity of our logo and no other graphic, typography or illustration should fall inside this area. The exclusion zone is the width of the logo's 'EAT' in 'GREAT'.



WHITE TEXT



BLACK TEXT



OUTLINE



EXCLUSION ZONE

GREAT ORMOND STREET HOSPITAL CHARITY INTELLECTUAL PROPERTY POLICY

Great Ormond Street Hospital Children’s Charity (“**GOSH Charity**”) provides funding towards medical research and other strategic projects not ordinarily available from statutory authorities, to make a difference to Great Ormond Street Hospital for Children NHS Foundation Trust (“**GOSH**”) Beneficiaries (which means ‘NHS patients of GOSH and/or NHS patients associated with GOSH’). It is part of our responsibility as a grant funder to encourage the innovation process and reduce delays in moving developing technologies into the clinic and towards real Beneficiary benefit. Managing the Intellectual Property (“**IP**”) that arises from our funded projects is therefore an integral part of our grant-making, to ensure that the money GOSH Charity invests in research and other areas is given the best chance to develop into something that will benefit the Beneficiaries as fully as possible. This policy covers intellectual property arising from all GOSH Charity funded projects but does not capture the licencing or use of GOSH Charity’s trademarks, whether registered or unregistered, which is captured in a separate policy.

GOSH Charity’s portfolio of research and other charitable funding is increasing and diversifying, especially with increased focus on translational research (applying basic scientific findings in a laboratory setting to produce treatments for disease). GOSH Charity wants to play a part in the successful exploitation of innovations and monitoring of IP. For a funder of our size it is not currently practical or best-placed to have in-house IP resource or be responsible for owning and exploiting GOSH Charity funded IP. Therefore, IP ownership and the responsibility for exploitation is better placed with the grant host institution specifically the university, hospital or institute where the research is taking place (“**Host Institution**”) and their associated technology transfer office (“**TTO**”) where the research or other development is taking place. However, working in partnership, GOSH Charity Trustees are keen to ensure that there should be no unreasonable delay or barriers to onward IP development and exploitation and expect that reasonable steps are taken to expedite the process and increase the likelihood of Beneficiary benefit.

The GOSH Charity IP position is in line with the [recommendations](#) of the Association of Medical Research Charities (AMRC), most recently revised in 2018 .

Revenue Sharing Arrangements

GOSH Charity will play an active part in GOSH Charity-funded IP discussions and keep a watching brief on the exploitation phase. GOSH Charity looks at this phase of the process as collaborative and aims to work with others to obtain the best outcome for all sides as quickly as possible.

GOSH Charity recognises that most Host Institutions will need a level of autonomy when engaging and negotiating with commercial partners. GOSH Charity expects that as outlined in our Grant Terms and Conditions of Funding that the Host Institution TTO would seek GOSH Charity’s consent to exploit, which would normally be conditional on agreeing an appropriate revenue share back to GOSH Charity. Once agreed, the Host Institution TTO are free to negotiate fair and reasonable terms with the commercial partner. However, GOSH Charity expects that the TTO will keep GOSH Charity updated on the strategy for exploitation. This is to allow a conversation about alternative approaches, if necessary, whilst still respecting the autonomy of the TTO.

GOSH Charity has agreed the following revenue sharing scheme which applies to all Grant Terms and Conditions of Funding:

Cumulative income	Maximum Translation Fee	Remaining Net Amount	Remaining distribution
£0-£100k	10%	90%	50% Host Institution
£100k +	5%	95%	50% GOSH Charity

GOSH Charity expects that these recommendations form the basis for negotiations around any potential revenue sharing agreements because of IP exploitation. It is anticipated that any organisation that has been responsible for the exploitation (e.g. the TTO) will deduct the direct costs that have been incurred as a result of the exploitation e.g. patent costs or proof-of-concept funds ahead of the distribution. GOSH Charity will not financially support the costs of patent protection and the process for making decisions on patents, except in the unlikely circumstance where GOSH Charity chooses to own the IP. Further, the organisation responsible for exploitation is entitled to receive a Translation Fee of 5-10% (i.e. the fee paid to the local TTO) on the net income received. Where a higher percentage fee is sought by the institution, the onus will be on the Host Institution to demonstrate why a higher fee is warranted (for example because a service cost has been absorbed by the TTO other than those already deducted as direct costs).

The remaining net income is then distributed between the Host Institution and the funder and GOSH Charity expect that the institutional: funder share is split 50:50. That is for example, if GOSH Charity is the sole funder, then GOSH Charity will receive 50% of the 'remaining net amount'. The other 50% is the share of the Host Institution and from this they will allocate revenue according to their own policy, including revenue to the inventors. The Grant Terms and Conditions of Funding, which captures this Intellectual Property Policy, take precedence over any other agreement or policy that may be in place between the parties to it in relation to its subject matter.

If GOSH Charity is not the sole funder and other funders are involved, it is the responsibility of the Host Institution where the innovation took place to identify the amount that should be allocated to each funder. Two things are generally taken into consideration when doing this:

- the inventive contribution of the inventors and
- the proportionate funding contributions of the funders

Income generation from IP is appreciated but is not the primary driver for supporting research and our other grants. GOSH Charity's position on IP is motivated by a desire to maximise the impact of its research and other innovations for the benefit of the GOSH Beneficiaries, by helping to ensure that new ideas do become a real device, diagnostic, treatment, medical software or other invention available to patients, families or clinicians that wouldn't ordinarily have been provided by the statutory authorities.

Contact Details

Please direct any Intellectual Property related queries to the Grants Team (Grants@gosh.org).