



Grant terms and conditions of funding

This Agreement dated **25 January 2016** contains the terms and conditions that apply to the award of a grant (the “**Grant**”) by Great Ormond Street Hospital Children’s Charity (the “**Charity**”). They cover the arrangements between the Charity and the Host Institution (as defined below) at which the project described in the Proposal (as defined below) (the “**Project**”) is to be carried out and also the working arrangements between the Charity, the Grant Holder and the Host Institution (as defined below).

These terms and conditions 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. Additional terms and conditions which may apply to specific awards will be incorporated in the formal notification of award. These additional terms and conditions will form part of this Agreement.

Project title (short):	
Project title (long):	
GOSHCC Ref #:	
Grant Holder(s):	
Host Institution:	
Amount of grant:	
Date of award:	

This Agreement is to cover the Project, as set out in the submitted for review by the Charity’s Grants Committee/Research Assessment Panel on **(DATE)** and other papers submitted as part of the application (the “**Proposal**”).

1. Purpose of the Grant

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 patients at Great Ormond Street Hospital NHS Foundation Trust.

2. Payment of the Grant

- 2.1. The 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 Research.
- 2.2. For medical equipment, awards approved may be spent within the year of approval, and up to the end of the following financial year i.e. a bid approved in October 2011 must be spent by 31 March 2013. 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 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 the charity.
- 2.4. For time-limited programme (welfare) projects, the amount approved is available within the agreed start and end date in which it is originally requested. This will often cover more than one financial year. Such projects may 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, as specified in the offer letter dated **(DATE)**, 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 the 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. The Charity intends that there is some flexibility within the budget to allow for virement between different budget headings. The Charity does not need to be informed if the vired funds represent less than 10 per cent of the annual budget. However where the vired funds represent 10 per cent or more of the annual budget the Host Institution must apply to the 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 the Charity in a form acceptable to the Charity.

3. Project management

- 3.1. Funded projects must commence within 12 months of the date of the offer letter unless otherwise agreed with the 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 substantially according to the objectives and milestones indicated in the Proposal, subject to any variations set out in our offer letter dated **(DATE)**.
- 3.4. It is a condition of the Grant that the 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. The 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. Progress reports will be reviewed by the 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 the Charity if so required. Such a meeting would usually take place at the Project site.
- 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 the Charity reserves the right to withdraw the Grant. If the 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. The 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. The Grant Holder will be given the opportunity to approve any such extracts and must agree to co-operate with the Charity to meet reasonable deadlines. Consideration will always be given to potential Intellectual Property issues and to 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 the Charity when an appointment is made and must send the 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.
- 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. The 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. The Charity reserves the right to terminate the Grant in line with the agreed Termination clause (see point 13) where significant delay to the project is deemed unacceptable by the Charity's Grants Committee.
- 4.3. The 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 undertake to comply with current national employment legislation and to 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. The Charity will not be responsible for any claims against the Host Institution under any statute or at common law, nor will it indemnify the Host Institution against any claim for compensation, or against other claims for which the Host Institution 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 the 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 the Charity immediately. The 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 out of the Grant.

5. Research involving human participants

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 the Charity is made and copies of the approval documents should be enclosed with the Proposal.

6. Research involving animals

- 6.1. Where the Research involves the use of animals the 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 the Charity is made and copies of the approval documents should be enclosed with the Proposal.
- 6.2. The 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 minimises exposure to VAT and other tax. Grant-funded Equipment can be purchased at the zero-rate of VAT, providing a Zero-rated certificate is issued to the supplier. Provision of this certificate to the supplier will be the responsibility of the Host Institution. The 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 without the prior written permission of the Charity. The proceeds from any sale or lease of grant funded equipment must be returned to the 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

- 8.1. The Charity expects the highest standards of integrity to be adhered to in the Research it funds. 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 the Charity on request.
- 8.2. In the event of fraud occurring, the Charity wishes to make it clear that it is the responsibility of the Host Institution to investigate. If a case of scientific fraud is suspected in the course of the Research then the 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.

9. Dissemination

The Charity is under an obligation to ensure that the useful results of the Project that it funds are placed in the public domain. To ensure that the project we fund has maximum impact we 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. The Charity supports the open access approach which enables researchers 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 not the Grant Holder may apply to the Charity at the time of publication for support towards the additional costs of this.

- 9.3. Acknowledgement of the support of the Charity is required in all publications relating to the Project including abstracts submitted to scientific meetings.
- 9.4. The Grant Holder must alert the 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 the 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 or other institutions are aware of the Charity's requirements.
- 9.5. The 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. The 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 the Charity prior to release. The Grant Holder shall make reasonable efforts to accommodate requests for assistance from the Charity relating to relevant publicity matters.
- 9.7. The 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 as regarding accuracy. It will also, if requested, assist in obtaining external corrections.
- 9.8. The requirement to acknowledge the support of the Charity in publications and publicity relating to the Project does not constitute a licence to use its name and logo.

10. Liability

- 10.1. The Host Institution agrees to indemnify and hold harmless the Charity from damage to persons or property resulting from negligence on the part of itself, its agents or its officers.
- 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 agrees to indemnify and keep indemnified the Charity from and against any potential liabilities, costs, damages or expenses arising from and out of any claims made against the Charity by such Project participants as a result of any negligent or non-negligent harm. Such indemnity shall apply only to the extent that the Charity itself is not responsible for such harm, and only to the extent that the 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 the Charity, the

Charity can accept no responsibility for either negligent or non-negligent harm and that it is the Grant Holder and the Host Institution between them that are responsible for the Project undertaken.

11. Intellectual property (IP)

The 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 patients at Great Ormond Street Hospital NHS Foundation Trust and for wider public benefit.

- 11.1. The Host Institution must promptly inform the 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 after 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 the 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, the 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 the 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 set out in the table below. This is in accordance with the Association of Medical Research Charities (AMRC) guidance.

Cumulative Income	Technology Transfer Fee	Remaining Net Amount	
Up to £100K	30%	70%	Split 'remaining net amount' 60:40
£100 - £500K	25%	75%	
More than £500K	20%	80%	

- 11.6. The organisation responsible for exploiting the Project is entitled to receive a technology transfer 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. The charity will not financially support the costs of

patent protection and the process of making decisions on patents, except in the unlikely circumstance where the charity chooses to own the IP.

- 11.7. The remaining net amount shall be distributed between the host institution and the Charity as set out in the table above. The Charity expects that the institutional: funder share is split 60:40. If the 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 from the 40% available.
- 11.8. 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.
- 11.9. The Host Institution shall grant a perpetual, royalty-free, non-exclusive licence to the Charity to use any of the IP arising out of the Project in connection with the Charity's non-commercial activities.
- 11.10. No IP created as a result of work funded by the Charity may be exploited in any way without the prior written agreement of the 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.
- 11.11. In relation to the Project if funded jointly by the Charity and any other parties, the Grant Holder must inform the Charity promptly of the identity of any other parties, and must ensure that all such parties negotiate in good faith, with the 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 the Charity and the other parties to exploit such IP and the division of the revenues arising from such exploitation.
- 11.12. The 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.
- 11.13. Condition 11 shall continue to apply if the Grant is terminated or after the Grant has ended.

12. Fundraising and publicity

The money to fund projects would not be available were it not for the activities and goodwill of the Charity's supporters and volunteers. It is a condition of this Grant that the Grant Holder and the Host Institution co-operate with the Charity on fundraising/ publicity initiatives around the award of the Grant and the Project to be undertaken.

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

the Charity, the Charity shall be entitled to terminate the Grant on three months' written notice. In this event, the Charity will meet the Host Institution's reasonable costs necessary to discharge such of 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. The 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 the Charity brings or is likely to bring the name or reputation of the 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 13.1 and 13.2 of this Agreement the Host Institution and the Grant Holder will forthwith cease to use the Charity's name in connection with the Project, unless otherwise agreed by the Charity in writing.

13.4. In the event that the Grant Holder ceases to be employed by the Host Institution the 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 the Charity, the Grant Holder and their new institution to facilitate successful completion of the Project.

14. Force Majeure

Neither the Charity nor the Host Institution shall be held to be in breach of the Agreement if it fails to meet its obligations owing to circumstances outside its reasonable control.

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 a 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 is 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.

AWARD ACCEPTANCE FORM

Project title (short):	
Project title (long):	
GOSHCC Ref #:	
Grant Holder(s):	
Host Institution:	
Amount of grant:	
Date of award:	

SIGNED on behalf of the Charity by:

SIGNED on behalf the Host Institution by two duly authorised officers:

Head of Department:

Print name and sign below:

Director of Finance or authorised
finance officer:

Print name and sign below:

SIGNED by the Grant Holder(s):

Revised Start Date:
(if appropriate)
