

Terms and conditions of funding (project grant)



Any offer of funding from Brain Research UK (“the Charity”) is subject to the following Terms and conditions. By accepting the award (“the Grant”), the Host Institute agrees to be bound by these terms and conditions and also agrees that in the event of a breach of the terms, the Charity will be entitled to withdraw the Grant and to repayment of grant funds.

These Terms and conditions cover the contractual arrangements between the Charity and the Host Institute relating to the Grant and the research (the “Research”) described in the proposal and other papers submitted to the Charity (the “Application”).

Host Institute:			
Lead Applicant:			
Research Title:			
Date of award of Grant:			
Amount of Grant:		Project duration:	

1. Acceptance of Grant

The Host Institute and Lead Applicant must confirm their acceptance of the Grant by returning this signed document within three months of the Date of award of Grant. Failure to confirm acceptance within this timeframe may lead to withdrawal of the Grant offer.

2. Purpose of the Grant

The purpose of the Grant awarded under this Agreement is to undertake the Research.

3. Payment of the Grant

- 3.1. The Charity will only pay for the directly incurred and identifiable costs of the Research. It will not contribute towards the Host Institute’s indirect or infrastructure costs such as rent, general utilities, general administration and supervision costs. The Host Institute hereby undertakes to allocate sufficient resource to meet the Full Economic Cost of the Research.
- 3.2. Payment of the Grant will be made quarterly in arrears upon receipt of an invoice from the Host Institute. Invoices should be submitted with enough detail to verify the costs incurred against the budget set out in the application.
- 3.3. 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 Application for the expected cost of salary rises over the period of the Research and, for the avoidance of doubt, salary rises will not constitute exceptional circumstances.
- 3.4. The Charity allows some virement between different budget headings and does not need to be informed if the vired funds represent less than 5 per cent of the annual budget. However where the vired funds represent 5 per cent or more of the annual budget, the Host Institute must apply to the Charity in advance for written permission to re-allocate the funds.
- 3.5. Continuation of funding is dependent upon the receipt of satisfactory progress reports (see

clause 4.4, below).

- 3.6. 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.

4. Project management

- 4.1. The Research must commence within 12 months of the Date of award, unless otherwise agreed with the Charity.
- 4.2. The Lead Applicant is expected to be actively engaged in the Research and will be responsible for project management.
- 4.3. The Research should be conducted substantially according to the objectives and milestones indicated in the Application, subject to any variations set out in our offer letter dated [DATE]. Any further variations should be discussed with the Charity.
- 4.4. It is a condition of the Grant that the Charity receives an annual report on the progress of the Research. We operate an annual submission period for these reports and the schedule will be advised at the time of award. A final report must be provided within six weeks of the end of the Research. The Charity will write to notify the Lead Applicant of the date by which reports are due and will set out the required format and content. Failure to submit reports on time will jeopardise continuation of the Grant.
- 4.5. Reports will be reviewed by the Charity's Scientific Advisory Panel and may be subject to external peer review.
- 4.6. Further to clause 4.3, if the progress of the Research varies substantially from the objectives set out in the Application 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 Lead Applicant and the Host Institute will be given 28 days to appeal before the Grant is terminated. (Refer to clause 16 for further information on termination).
- 4.7. In addition to the requirement to provide progress reports, the Charity uses Researchfish to gather data on the outputs and outcomes of funded research. It is a condition of the Grant that the Lead Applicant submits data to Researchfish during the annual submission window for the lifetime of the Grant.

5. Employment of staff

- 5.1. The Charity does not act as employer or accept any employer-type responsibility for those employed or otherwise engaged by the Host Institute to carry out the Research.
- 5.2. The Host Institute must undertake to comply with current national employment legislation and to issue a contract of employment to all those employed to carry out the Research, in accordance with the provisions of such legislation, stating that the Host Institute is the employer. The Charity will not be responsible for any claims against the Host Institute under any statute or at common law, nor will it indemnify the Host Institute against any claim for compensation, or against other claims for which the Host Institute may be liable as an employer or otherwise.
- 5.3. In the event that this Agreement shall terminate or expire, the Host Institute 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.

- 5.4. All research staff funded by Brain Research UK should be entitled to take parental (maternity, paternity, shared parental or adoption), sick or other long-term leave in accordance with the Host Institute's terms of employment. The Host Institute must inform the Charity of the intention to take such leave as soon as possible. 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 Institute. The cost of the long-term leave must not be funded out of the Grant.

6. 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 will be required before the Research can commence.

7. Research involving animals

- 7.1. Where the Research involves the use of animals the Charity requires that the Research has the approval of the local Research Ethics Committee and that the Host Institute, the Lead Applicant and the Research have the necessary Home Office licenses.
- 7.2. The Charity expects the Host Institute and the Lead Applicant to consider, at an early stage in the design of any research involving animals, the opportunities for Reduction, Replacement and Refinement of animal involvement.
- 7.3. All Research involving animals should be reported in accordance with the ARRIVE guidelines (<https://www.nc3rs.org.uk/arrive-guidelines>) – designed to maximise the information published and minimise unnecessary animal studies.

8. Liability

- 8.1. The Host Institute 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.
- 8.2. To the extent that the Research involves human participants, the Host Institute 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 Research 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 Institute of details of the claim; and (b) does not make any admission in relation to the claim; and (c) allows the Host Institute to have the conduct of the defence or settlement of the claim; and (d) gives the Host Institute all reasonable assistance in dealing with the claim.
- 8.3. The Lead Applicant and the Host Institute must make it clear to Research participants that, whilst the Research has been funded by the Charity, the Charity can accept no responsibility for either negligent or non-negligent harm and that it is the Host Institute that is responsible for the Research undertaken.

9. Equipment

Any equipment that is purchased by the Host Institute out of the Grant will become the property of the Host Institute on the understanding that it will be used for the benefit of the Research for the duration of the Grant. Responsibility for the insurance and maintenance of such equipment shall remain with the Host Institute throughout its period of ownership.

10. Good scientific practice

- 10.1. The Charity expects the highest standards of integrity to be adhered to in the Research it funds. The Host Institute 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. We expect the Host Institute to adhere to the commitments set out in the Concordat to Support Research Integrity (2019) <https://www.universitiesuk.ac.uk/policy-and-analysis/reports/Documents/2019/the-concordat-to-support-research-integrity.pdf>
- 10.2. In the event of fraud occurring, the Charity wishes to make it clear that it is the responsibility of the Host Institute to investigate. If 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.
- 10.3. The Host Institute and Lead Applicant confirm that, to the best of their knowledge and except as has been notified to the Charity in writing, there are no research misconduct allegations currently under investigation involving the Lead Applicant or any other person named on the Application, nor has any allegation of research misconduct been upheld in the previous five years.

11. Workplace misconduct

The Host Institute and Lead Applicant confirm that, to the best of their knowledge and except as has been notified to the Charity in writing, there have been no upheld findings of bullying or harassment against the Lead Applicant nor any other employee of the Host Institute who is named on the Application.

12. Dissemination

The Charity is under an obligation to ensure that the results of the research that it funds are placed in the public domain. To ensure that the research has maximum impact we are committed to ensuring that the results of this research are disseminated widely and contribute to the body of scientific knowledge.

- 12.1. The Lead Applicant must make every effort to publicise the results of the Research, always ensuring that the Research is peer reviewed prior to it being published, publicised or disseminated.
- 12.2. Manuscripts should be published in accordance with the Charity's Open Access policy (Appendix 1). This requires that papers arising – in whole or in part – from research funded by the Charity are made available in an open access repository within six months of first publication.
- 12.3. The Lead Applicant must alert the Charity in advance of any articles or presentations based on the Research in time to allow consideration of the implications and wider

publicity potential. The Lead Applicant must ensure that copies of articles (based wholly or partly on the Research funded) are forwarded to the Charity when the article is accepted for publication or presentation at meetings/conferences.

- 12.4. Acknowledgement of the support of the Charity is required in all publications relating to the Research including abstracts submitted to scientific meetings.
- 12.5. Any press statements associated wholly or partly with the Research must be approved by the Charity prior to release. The Charity may wish to participate in any such releases. It is the responsibility of the Lead Applicant to ensure that the Host Institute's press office is aware of this requirement.
- 12.6. The requirement to acknowledge the support of the Charity in publications and publicity relating to the Research does not constitute a license to use its name and logo.

13. Intellectual property (IP)

The Charity is under an obligation to ensure that the useful results of research that it funds (whether in whole or in part) are applied for the public good – to maximise the opportunities for advancement in the understanding, diagnosis and treatment of neurological conditions. In some circumstances, this obligation may be best achieved through the protection of intellectual property and commercial exploitation.

- 13.1. The Charity requires the Host Institute to have procedures in place for the identification, protection, management and exploitation of Charity-funded IP.
- 13.2. The Lead Applicant and/or Host Institute must notify the Charity promptly in writing when IP arises from the Research and take all reasonable steps to ensure that such IP is protected and not published or otherwise disclosed publicly prior to protection (whilst at the same time ensuring that potential delays in publication are minimised).
- 13.3. The Host Institute should seek the Charity's consent to exploit commercially the results of any research it has funded. Consent will not be unreasonably withheld, and the Charity will only refuse a request where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. If the Charity does not provide a response to the Host Institute's written request within 30 days of receiving such request, the Host Institute or its technology transfer subsidiary will automatically have the right to proceed with such commercial exploitation. The Host Institute is not required to seek the Charity's consent in assigning intellectual property to its technology transfer subsidiary.
- 13.4. The Charity requires the Host Institute to ensure that all persons in receipt of Charity-funding or working on any Charity-funded activity (including employees, students, visiting staff and sub-contractors) are employed or retained on terms that vest in the Host Institute all Charity-funded IP. If the Host Institute decides not to protect, manage, exploit any Charity-funded IP arising out of the Research, then the Charity has a right, but not a duty, to protect, manage or exploit such IP. If the Charity decides to exercise its right, the Host Institute shall procure that its employees, students and any third parties acting on its behalf carry out all acts reasonably required by the Charity to assist the Charity in such protection and exploitation.
- 13.5. The Host Institute and Lead Applicant should inform the Charity of any pre-existing arrangements of which they are aware, and which could lead to a breach of the Charity-funded standard conditions. The Host Institute should use all reasonable endeavours to ensure that no consultancies, third party restrictions or arrangements that might impact on a Charity-funded grant are entered into in relation to any Charity-funded person or activity without prior agreement of the Charity. Charity-funded investigators or individuals involved

in a Charity-funded project should not use materials or compounds (other than those obtained commercially), on terms that would place restrictions on the publication of the results. The Host Institute should use all reasonable endeavours to ensure that 'reach through rights' have not been granted on any Charity-funded IP in favour of commercial organisations providing materials or compounds to Charity-funded individuals for research purposes. However, the Charity recognises that companies providing materials may often require exclusive rights to any IP arising from use of that material, and that this requirement is often non-negotiable. Where IP arises from research linked indirectly to the use of material provided under such agreement, the provider should be offered a time-limited opportunity to take out a revenue-generating licence.

- 13.6. As a condition of granting consent for commercial exploitation, the Charity will require the Host Institute to accept standard revenue and equity sharing terms of the Charity. According to these terms, Net Revenue resulting from exploitation of charity-funded IP should be shared in the proportion of 50% to the Host Institute and 50% to the Charity.

For the purposes of calculating Net Revenue, Direct Costs and Technology Transfer Office (TTO) translation fees may first be deducted. Direct Costs are defined as all external expenses incurred and paid by the Host Institute in connection with the filing, prosecution and maintenance of the IP including, but not limited to, official filing fees, agent costs, and reasonable legal, litigation and other advisory and consultation fees. Direct Costs shall not include the Host Institute's internal costs relating to these activities, regardless of the legal constitution of the Host Institute's TTO. Neither the Host Institute nor the TTO may make deductions for salary or taxes in respect of the Host Institute and TTO or for any amounts payable to the inventors or generators of the Arising Intellectual Property.

After deducting the Direct Costs, a translation fee may be applied by the TTO. This fee is set at 10% where Cumulative net income is £100,000 or less, and 5% where net income exceeds £100,000.

Where the Research has been funded by more than one funder, it is the responsibility of the Host Institute to identify the inventive contribution of the inventors and the proportionate funding contributions of the funders. It is also the responsibility of the Host Institute to reward the inventors of IP from its revenue sharing according to its own policies and practice. Where rights to take equity are obtained, this should be shared between the Charity and the Host Institute on a 50:50 basis.

14. Fundraising and publicity

The money to fund research would not be available were it not for the activities and goodwill of the Charity's donors and volunteers. It is a condition of this Grant that the Lead Applicant and the Host Institute co-operate with the Charity on fundraising/publicity initiatives around the award of the Grant and the Research to be undertaken.

Consideration will always be given to potential IP issues, the need to avoid releasing unpublished results, the need for caution where wide publicity may confound the study, and the Host Institute's own fundraising needs.

The Lead Applicant will always be given the opportunity to approve information about their Research that is to be placed in the public domain, and must agree to co-operate with the Charity to meet reasonable deadlines.

15. Change of institution

- 15.1. If the Lead Applicant wishes to move to another institution, the Charity must be informed in writing immediately.
- 15.2. Decisions on whether to transfer the Grant will be taken on a case by case basis. Reference should be made to clause 16 regarding termination of this Agreement.
- 15.3. In the event that it is agreed to transfer the Grant to another Institution, the Charity would require that any equipment funded out of the Grant be transferred to the new institution. The Charity will not be responsible for any transfer costs.
- 15.4. In the event that the Grant is transferred, the Charity will meet the Host Institute's reasonable costs necessary to discharge such obligations which cannot be cancelled and which exist at the time of transfer. Beyond this, the Charity shall have no further obligation to the Host Institute (save in respect of prior breach).

16. Termination

- 16.1. If the Lead Applicant and/or the Host Institute 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 Institute's reasonable costs necessary to discharge such of the obligations detailed within the original project budget submitted as part of the Application which cannot be cancelled and which exist at the time of termination.
- 16.2. The Charity may terminate the Grant forthwith if:
 - 16.2.1. The Host Institute and/or the Lead Applicant 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;
 - 16.2.2. A resolution is passed for the voluntary or compulsory liquidation of the Host Institute or if a receiver is appointed over all or part of its business.
- 16.3. On termination of the Grant pursuant to clauses 16.1 and 16.2 of this Agreement the Host Institute and the Lead Applicant will forthwith cease to use the Charity's name in connection with the Research, unless otherwise agreed by the Charity in writing.
- 16.4. In the event that the Lead Applicant leaves the Host Institute before the end of the term of the Grant, the Charity will terminate this Agreement. In the event that termination is caused by the Lead Applicant moving to another institution the Host Institute shall in accordance with clause 15 cooperate fully with the Charity, the Lead Applicant and their new institution to facilitate successful completion of the Research.

17. Force Majeure

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

18. Alternative Dispute Resolution

- 18.1. 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, the meeting may be conducted via a conference call.

- 18.2. 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.
- 18.3. 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 18 or if the parties elect to withdraw from the mediation, the dispute or difference may be referred by either of the parties to litigation.
- 18.4. The parties shall not be obliged to comply with the terms of this clause 18 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.

19. Use of your data

- 19.1. The Host Institute and Lead applicant agree that all information shared with Brain Research UK in connection with the Application and the Grant:
 - 19.1.1. may be used by the Charity for the purposes of administering and evaluating the Application, administering funding if successful, and managing and monitoring the Grant;
 - 19.1.2. may be disclosed to members of the Charity's Scientific Advisory Panel, external peer reviewers, and other research funding bodies connected with the Application or the Grant.
- 19.2. Right to contact. The Charity may contact the Lead applicant, Co-applicants or relevant administrative officers via telephone or email in connection with the Application and any consequent Grant.
- 19.3. The Charity is a member of the Association of Medical Research Charities (AMRC), which requires the Charity to submit an annual return detailing its active research grants. The return includes information about the Lead Applicant (including but not limited to name, institution, email address) and the project (including but not limited to title, duration, cost, abstract). The information is held on the database of the AMRC and is available to other member organisations. The AMRC publishes top-level information, but data about individual grants and Investigators is not placed in the public domain. Investigators may request from the Charity a copy of the information that is provided to the AMRC in relation to their grant.

Terms and conditions of funding (project grant)



SIGNED on behalf of the Charity by:

Caroline Blakely
Chief Executive
Brain Research UK

SIGNED on behalf the HOST INSTITUTE by two duly authorised officers:

Head of Department

Finance Officer

Name:

Name:

Signature:

Signature:

Date:

Date:

Signature:

Date:

Appendix 1: Open access policy for grant-holders

We want the research that we fund to have the greatest possible impact. Rapid and open dissemination of the full results of this research is of vital importance to speed up further research and maximise efficiency by making sure that the results can be built upon to bring benefits to all.

Brain Research UK does not fund article processing charges (APCs). If funds are available via your research institute for APCs, we encourage open access publication via the gold route – i.e. freely available via open access from the date of first publication. If institutional funds are not available, publication via the green route is acceptable. In all cases articles must be available via open access within six months of the date of first publication.

Key points:

1. All articles [peer reviewed research papers] resulting – in whole or in part – from our funding must be available via open access as soon as possible and in all cases within six months of their first publication.

It is a condition of your Brain Research UK grant that a version of any paper that results – in whole or in part – from our funding is archived to the Europe PubMed Central repository within six months of publication.

2. Where possible, manuscripts should be made available immediately but we are not able to pay APCs.
3. This policy applies to all peer-reviewed, primary research publications that are supported in whole or in part by Brain Research UK funding.
4. The cost of open access fees should not be incorporated into applications for research grant funding and will not be included as part of our grant awards.
5. We encourage authors and publishers to licence research papers such that they may be freely copied and re-used (for example for text and data-mining purposes), provided that such uses are fully attributed.

To comply with this policy, grant-holders must either:

- publish in a journal that automatically deposits all final published articles in Europe PubMed Central (Europe PMC); articles will either be made available as open access on date of publication or after an embargo period. The embargo period must be no more than six months; or
- self-archive a copy of the final peer-reviewed manuscript in Europe PMC. This manuscript must be made freely available as soon as possible or within six months of publication date. In order to self-archive, authors must ensure that certain rights are reserved in any agreement with the publisher of the manuscript. Specifically, authors will need the right to deposit peer-reviewed manuscripts in Europe PMC immediately upon acceptance and to make them freely available within six months.

Journal policies on self-archiving are available via the Sherpa/Romeo website:

<http://www.sherpa.ac.uk/romeo/>. Provided that the journal policy allows you to self-archive a

Terms and conditions of funding (project grant)



final version of the paper within six months of initial publication then you can publish your work as open access in a way that meets Brain Research UK requirements.

Whilst it is a condition of your Brain Research UK grant that a version of any paper that results – in whole or in part – from our funding is archived to Europe PMC within six months of publication, we recognise that some journals may not be compliant with this policy. We do not wish to prevent grant-holders from publishing their research in the most appropriate journal. Therefore, in exceptional circumstances **and only with the prior approval of Brain Research UK**, researchers may publish in a journal that would not allow the article to be deposited in Europe PMC within six months.

Other publication requirements:

As well as the requirement to publish via open access routes as set out in this policy, you are reminded that, under our standard terms and conditions of funding:

- You must acknowledge the support of Brain Research UK in all manuscripts arising from work funded wholly or partly by our grant, including manuscripts published after the funding period has ended.
- At the time of acceptance for publication, you must provide us with a copy of the manuscript and notify us of the publication date when known.
- Animal-based studies must be published in accordance with the ARRIVE guidelines as far as possible, taking into account the specific editorial policies of the journal concerned.

This version adopted: April 2020