COND/09/16

GRANT CONDITIONS

Key terms used in these Grant Conditions can be found in the Definitions section at the end of this document.

1. How these Grant Conditions apply to you

1.1. These Grant Conditions, together with the Award Letter and our Policy and Position Statements, set out the Terms and Conditions on which we make the Grant to you, as the employer of the Grantholder.

1.2. You must ensure that the Grant Activities are carried out by you, the Grantholder, and any Participants or Organisations, in accordance with the Terms and Conditions.

2. Legal compliance, research practice, and governance

2.1. You must ensure that the Grant Activities are carried out in accordance with all relevant legal, health and safety, ethical and regulatory requirements (including any clinical trials registration), and that all necessary licences and approvals have been obtained and are in place at all times during the Grant Period.

2.2. You must ensure that any element of the Grant Activities that involves the use of animals and that is conducted outside the United Kingdom is, as a minimum standard, carried out in accordance with the principles of UK legislation (for further information, consult the UK Government Home Office website, in particular the Animals (Scientific Procedures) Act 1986).

3. Employment

We do not employ the Grantholder or any of the Participants. It is your responsibility to issue any necessary contracts of employment in relation to the Grant, and to comply with any relevant employment law and regulation.

4. Management of the Grant and reporting

4.1. Unless we tell you otherwise, you and the Grantholder must activate the Grant by completing a grant start certificate (which we will provide). We will not make payments on the Grant until we receive a completed grant start certificate.

4.2. The Grant Activities must be started as soon as possible and in any event within 12 months of the proposed start date given in the Award Letter.

4.3. You must ensure that:

a) the Grant is used only for the Grant Activities; and

b) the Grant Activities are supported by adequate and appropriate resources and facilities.

4.4. You must tell us at once if there is a significant change to the scope of the Grant Activities (including, where relevant, any increase in the number of animals used), or if there are any factors that may adversely affect the Grant Activities or compliance with the Terms and Conditions (including suspicion of or actual fraud, corruption or financial impropriety).

4.5. You and the Grantholder are responsible for ensuring that we are sent:

a) progress reports as we require during the Grant Period; and

b) an End of Grant Report within three months from the end of the Grant Period.

4.6. You must send us financial reports as set out in the Award Letter or as we request, and the End of Grant Spend Report within three months from the end of the Grant Period.

5. Audit and financial administration

5.1. You must ensure that you have in place formal standards, procedures, and audit and control arrangements, including those for monitoring and preventing fraud, bribery or any other corrupt practices, and that Grant expenditure is controlled in accordance with these arrangements.

5.2. You must account for all income and expenditure related to the Grant through a separate cost centre.

5.3. You must hold a bank account in the currency specified in the Award Letter with a bank that is acceptable to us, and tell us of any changes to these details during the Grant Period.

5.4. You must allow us, at our expense and on reasonable notice, to audit your accounts, records, systems and facilities in relation to the Grant.

5.5. You must give reasonable assistance to us in complying with our legal requirements relating to accounts, audit or examination of accounts, annual reports and annual returns.

5.6. You must ensure that you are able to audit the Grant Activities of any Participant or Organisation in such a way that you are able to comply with your obligations to us.

5.7. We will hold back 10% of the Grant until:

a) we have received the End of Grant Spend Report and the End of Grant Report; and

b) we are satisfied that any research outputs supported in whole or in part by the Grant comply with our Open Access policy.

Until we release the final 10% Grant payment, you must keep all invoices, receipts, accounts and other relevant documents relating to the Grant, and provide these to us if we ask you for them.

5.8. You must repay to us:

a) any part of the Grant that has not been spent when the Grant Activities have been completed; and

b) any part of the Grant used in breach of the Terms and Conditions.

5.9. You will be responsible for any expenditure on the Grant Activities which exceeds the amount of the Grant.

6. Equipment

6.1. You must ensure that any equipment funded by the Grant is purchased in accordance with your procurement procedures in a manner that delivers value for money, is used for the Grant Activities, and is adequately maintained and insured for all appropriate risks.

6.2. You must ask for our written permission to use the equipment for any other purpose, including if you wish to charge, hire, lend or dispose of it.

7. Publication and publicity

7.1. The outcomes of the Grant must be published or otherwise disseminated in an appropriate form, although publication or release of findings funded by the Grant may be delayed for a reasonable period to allow for protection of intellectual property (please also refer to condition 8, 'Intellectual property and its exploitation').

7.2. All original research supported in whole or in part by the Grant and accepted for publication in a peer-reviewed journal, or as a scholarly monograph or book chapter, must be made available from Europe PubMed Central as soon as possible and no later than six months from the date of final publication. Please refer to our Open Access policy for more details.

7.3. All publications must acknowledge our contribution in accordance with our Guidance for Research Publication Acknowledgement Practice.

7.4. Our Media Office must be consulted before release of any press statement about the Grant.

7.5. You must also contact our Media Office immediately if you become aware of anything related to the Grant that may have an adverse reputational impact on you, us, the Grantholder, a Participant, or an Organisation.

8. Intellectual property (IP) and its exploitation

8.1. You must have procedures for the identification, protection, management and exploitation of Trust-funded IP, taking into account circumstances where the Grant Activities involve collaboration with, or the contribution(s) of, third parties. You must also ensure that anyone engaged by you in the Grant Activities (including employees, students, visiting fellows and subcontractors) is employed, engaged or retained on terms that vest all Trust-funded IP in you.

8.2. Where Trust-funded IP arises from the Grant Activities, you must obtain our prior written consent (not to be unreasonably withheld in circumstances where it is an appropriate means of achieving charitable public benefit) before you make any commercial use of, or grant to any third party any exploitation rights over, the Trust-funded IP. As a condition of granting consent, we will require you to accept our standard revenue- and equity-sharing terms that are in place at that time.

8.3. If you do not protect, manage or exploit any Trust-funded IP arising out of the Grant to our reasonable satisfaction, then we shall have the right by giving you six months written notice to protect, manage and exploit the Trust-funded IP ourselves. We may exercise this right sooner where we reasonably consider that the opportunity to protect, manage or exploit the Trust-funded IP for the public benefit could be lost if more immediate action is not taken. You agree to do, and will ensure that the Grantholder and any Participants or Organisations do, all acts required to assist us in protection, management and exploitation.

8.4. You must obtain our prior written approval before using any third party to carry out your obligations under this condition 8.

9. Liability

We do not accept any responsibility for financial or other liability incurred by you, any Organisation, or any Participant that may arise out of the Grant Activities.

10. Variation and termination

10.1. We reserve the right to amend these Grant Conditions, our Policy and Position Statements, and the terms of the Award Letter at any time. We will publish on our website any changes to these Grant Conditions or our Policy and Position Statements. Once published, any changes will apply to the Grant.

10.2. Where there is any conflict between these Grant Conditions and the Award Letter, the provisions of the Award Letter will take precedence.

10.3. We reserve the right to terminate the Grant at any time. If we do this, we will set out our reasons to you in writing in a reasonable timeframe.

11. Governing law and jurisdiction

These Grant Conditions shall be governed by and interpreted in accordance with the law of England and Wales and any disputes in connection with these Grant Conditions shall be governed exclusively by the courts of England and Wales.

12. Definitions

Award Letter	the letter from us confirming the award of the Grant and giving details of the Grant Activities
End of Grant Report	a form completed by the Grantholder on which you report on the Grant Activities
End of Grant Spend Report	a form completed by you that sets out: 1) a comparison of i) your actual expenditure on the Grant during the Grant Period and ii) the total amount awarded by us in respect of the Grant; and 2) any further information that we request from you
Europe PubMed Central	a central repository for the open access outputs of our funded research (http://europepmc.org)
Grant	the grant described in the Award Letter
Grant Activities	the activities funded by the Grant as described in the Award Letter
Grant Conditions	the conditions set out in this document
Grant Period	the period of the Grant set out in the Award Letter, beginning on the start date as confirmed to us by you
Grantholder	the 'Lead Applicant' as identified in the Grant application and as specified in the Award Letter

Organisation	any university, institution, research council or other organisation (other than you) at which the Grant Activities are carried out and/or to which Grant monies are received
Participant	any person or third party working on the Grant Activities, including (as applicable) any applicant, collaborator, sponsor or research sponsor, supervisor, consultants, sub-awardees or contractors
Terms and Conditions	the terms and conditions on which the Grant is made, comprising these Grant Conditions, the Award Letter and our Policy and Position Statements as set out on our website from time to time
Trust-funded IP	intellectual property that is, or has been, created, exemplified or developed (whether in whole or in part) from the Grant Activities. Unless specified otherwise in the Award Letter, 'Trust-funded IP' does not include the copyright in artistic works, books, articles, scientific papers, lectures or audio or visual aids to the giving of lectures or teaching
us, we and our	the Wellcome Trust (a charity registered in England with number 210183), acting through its trustee, The Wellcome Trust Limited (a company registered in England with number 2711000)
you/your	the university, institution, research council or other organisation that has principal responsibility for administering the Grant, as identified in the Grant application and as specified in the Award Letter