

# Sir Henry Dale Fellowship

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SHDF/COND/12/15

## GRANT CONDITIONS

These Grant Conditions, together with the Award Letter and the Policies and Positions Statements, set out the terms and conditions on which the Grant is made by the Funders to the Host Organisation. The Policies and Positions Statements can be found on the Sir Henry Dale Fellowship [webpage](#).

The Host Organisation must ensure that the Grantholder and others supported by the Grant, the Sponsor and collaborators are made aware of their responsibilities and comply with these Grant Conditions, the Award Letter and the Policies and Positions Statements.

Definitions used in these Grant Conditions can be found at paragraph 13.

### 1. Value of Award

The value of the Grant is stipulated in the Award Letter and the Funders will not increase the value or duration of the Award at a later stage; supplementary funding and time extensions will only be provided in specific circumstances.

### 2. Employment

- (a) The Funders do not act as employers with respect to the Grant and therefore, in all cases where support is provided by the Grant for the employment of staff, the Host Organisation undertakes to issue a contract of employment to such staff that is in compliance with relevant laws and regulations.
- (b) The Host Organisation is expected to adopt the principles, standards and good practice for the management of research staff set out in the revised Concordat (2007) to Support the Career Development of Researchers and subsequent amendments. Research staff should be appointed on terms no less favourable than those of comparable posts in the Host Organisation.

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The Sir Henry Dale Fellowships is a partnership between the Royal Society and the Wellcome Trust

The Wellcome Trust is a charity registered in England and Wales, no. 210183. Its sole trustee is The Wellcome Trust Limited, a company registered in England and Wales, no. 2711000 (whose registered office is at 215 Euston Road, London NW1 2BE, UK).

Founded in 1660, the Royal Society is the independent scientific academy of the UK, dedicated to promoting excellence in science. Registered charity number 207043.

### 3. Research practice

- (a) It is the responsibility of the Host Organisation to ensure that research is organised and undertaken within a framework of best practice that recognises the various factors that might influence or impact on a research project.
- (b) The Host Organisation must have in place formal written procedures for the handling of allegations of scientific fraud or research misconduct. These procedures must meet at least the minimum criteria set out in the Funders' [statement on the handling of allegations of research misconduct](#).
- (c) The Host Organisation must ensure that, before the research funded by the Grant commences and during the full Grant Period, all the necessary ethical, legal and regulatory requirements in order to conduct the research are met, and all the necessary licences and approvals have been obtained. Where any element of the research funded by the Grant is to be conducted outside the Host Organisation's host country, such ethical, legal and regulatory requirements, and such licences and approvals should include those applicable in the additional countries involved.
- (d) The Host Organisation must ensure that research involving the use of animals complies at all times with the relevant laws and regulations in the host country. Any element of research funded by the Grant that is conducted outside the United Kingdom must, as a minimum standard, be conducted in accordance with the principles of UK legislation (Animals (Scientific Procedures) Act 1986): <http://www.homeoffice.gov.uk/science-research/animal-research/>.
- (e) The Host Organisation must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for the research funded by the Grant, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Grant.
- (f) The Host Organisation and the Grantholder will jointly and severally indemnify the funders against any liability incurred by it howsoever arising for the breach by either the Host Organisation or the Award Holder of paragraphs 3(c) and (d) above.

### 4. Administration

- (a) Payments will not be made on the Grant until the Host Organisation has formally accepted the Grant and the conditions under which the Grant is awarded and has activated the Grant. The Host Organisation must activate the Grant within 12 months of the proposed start date referred to in the Award Letter. (The Award Letter contains further details about how to do this.)
- (b) The Host Organisation must ensure that the Grant is used for the purposes for which it is awarded.
- (c) The Host Organisation must ensure that adequate and appropriate resources are provided to support the activities described in the Award Letter. This includes adequate office and laboratory space and access to essential equipment and facilities.

- (d) The Funders will normally make payments quarterly in arrears on the basis of expenditure information received and the Wellcome Trust will administer these payments to the Host Organisation. Where other payment arrangements apply, these will be detailed in the Award Letter.
- (e) The Host Organisation must hold a bank account in the currency specified in the Award Letter and must notify the Funders of any changes to its bank account details.
- (f) The Host Organisation must submit Spend Reports and End of Grant Spend Reports as required by the Funders and in the currency specified in the Award Letter. Where other reporting arrangements apply, these will be detailed in the Award Letter. The Funders reserve the right to require the Host Organisation to complete and submit Spend Reports at any time during the course of the Grant, and to provide supplementary information in support of the Spend Reports and the End of Grant Spend Report.
- (g) The Funders have the right to seek reimbursement in the event of an overpayment in relation to any Grant made to the Host Organisation, including by setting such overpayment off against payments due under other grants made by the Funders to the Host Organisation. The Funders also have the right to suspend payments to the Host Organisation where they are concerned about an aspect of any Spend Report or any End of Grant Spend Report or in the event of non-delivery of a Spend Report or an End of Grant Spend Report.
- (h) The Funders will retain 10% of the total Grant funds until an End of Grant Spend Report and an End of Grant Report have been completed and returned to the Funders, unless the Funders agree otherwise.
- (i) The completed End of Grant Spend Report received by the Funders represents the final statement of expenditure for the Grant. Other than the retained funds in paragraph 4(h), the Funders are not obliged to make any further payments in respect of the Grant once they have received the End of Grant Spend Report.
- (j) In the event that the Host Organisation completes the activities funded by the Grant without spending the full amount of the Grant, the Host Organisation must repay all unspent sums to the Funders and the Funders will not be obliged to make any further payments to the Host Organisation in respect of the Grant.
- (k) If any amount of the Grant is not used in accordance with the conditions under which the Grant is awarded, the Host Organisation agrees to repay such amount promptly to the Funders.
- (l) The Host Organisation should deal the Wellcome Trust in all matters relating to paragraph 4.

## **5. Reporting**

- (a) The Grantholder must submit an annual report during the Grant Period on progress of the research funded by the Grant (or more often, if required by the Funders).
- (b) The Grantholder must also submit an End of Grant Report within three months of the end of the Grant Period or as otherwise required by the Funders. (See paragraph 4(h) above concerning the retention of funds).
- (c) The Host Organisation must submit an End of Grant Spend Report within three months of the end of the Grant Period or as otherwise required by the Funders. (See paragraph 4(h) above concerning the retention of funds).
- (d) If there are exceptional reasons that will prevent the submission of the End of Grant Report or the End of Grant Spend Report within the period allowed, a written request may be made, before the due date passes, for the submission period to be extended.

## **6. Audit**

- (a) The Host Organisation must ensure proper financial management of the Grant and accountability for the use of public and charitable funds. The Host Organisation must ensure that the control of expenditure to be funded under the Grant is governed by the normal standards and procedures of the Host Organisation and is covered by any formal audit arrangements that exist in the Host Organisation. This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.
- (b) The Host Organisation must ensure that all costs covered by the Grant do not duplicate any other currently existing or future funding award. Furthermore, the Grant funds cannot be used as replacement funding; appointments must be made in addition to any existing post.
- (c) The Funders have the right to request from the Host Organisation, at any time, any financial information in respect of the Grant or the activities they fund; and/or to ask for confirmation from the external auditors of the Host Organisation (a) that the external auditors have signed their opinion on the annual accounts of the Host Organisation without qualification, and (b) that the management letter from the auditors raises no matters that did or could significantly affect the administration of grants awarded by the Funders. If the auditors have raised any such matters in their management letter, the Funders may require the Host Organisation to provide them with relevant extracts from the letter.
- (d) The Host Organisation must provide access to accounting and other records relating to the Grant and the activities funded by the Grant for auditors and other personnel from or appointed by the Funders at any time, if requested by the Funders and at the Funders' expense. Such access must include the right to inspect any equipment or facilities acquired or funded under the Grant. Where elements of expenditure under the Grant have been subcontracted, the Host Organisation should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor relevant to the management of the Grant.

- (e) The Funders have the right, at their discretion and expense (and directly or via third parties engaged by them), to audit the Grant, income and expenditure in relation to the activities funded by the Grant, and/or the systems used by the Host Organisation to administer the Funders' grants at any time.
- (f) The Host Organisation should maintain a separate accounting cost code specific to the Grant, and all costs and income properly relating to the Grant should be accounted for through that cost code. The Host Organisation should ensure that appropriate records are kept to support the entries made on the cost code.

## **7 Equipment**

- (a) The Host Organisation must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant is acquired by the Host Organisation in compliance with these procedures and with all relevant national and EU legislation.
- (b) The Host Organisation must ensure that equipment funded by the Grant is appropriately insured and maintained throughout its useful life.
- (c) Equipment funded by the Grant is awarded to the Host Organisation, on behalf of the Department, specifically for the purpose of the Grantholder's research. Written permission from the Funders must be obtained to use the equipment for any other purpose (including to charge, hire, lend or dispose of it).
- (d) In the event that the Grantholder transfers to another Host Organisation ("**New Host Organisation**") during the Grant Period, the Funders reserve the right to require that the equipment funded by the Grant be transferred to the New Host Organisation.
- (e) If the Grantholder undertakes a secondment, becomes a visiting fellow or otherwise carries out research at any establishment or company other than the Host Organisation on a temporary basis ("**Seconded Institution**") during the term of the Grant, it is the Host Organisation's responsibility to ensure that appropriate arrangements are put in place with the Seconded Institution which are consistent with these Grant Conditions.

## **8 Publication and publicity**

- (a) The findings from research funded by the Grant are to be made freely available to the broader scientific community as soon as possible. The Funders expect that findings from research funded by the Grant will be published in an appropriate form (usually as papers in peer-reviewed journals). It is the responsibility of the Grantholder and the Host Organisation to actively communicate the findings from the research to the public at the relevant local, national and international level.
- (b) The publication or release of such findings may be reasonably delayed to enable protection of any Intellectual Property. The identification, protection, management and exploitation of Intellectual Property is subject to paragraph 9 below.

- (c) All research papers that have been accepted for publication in a peer-reviewed journal, and are supported in whole or in part by the Grant, must be made available from UK PubMed Central as soon as possible, and in any event within six months of publication, in line with the Funders Open Access policy for the Henry Dale Fellowships: <https://wellcome.ac.uk/funding/managing-grant/open-access>.
- (d) To assist the Funders in tracking the outputs of research to which it has contributed either wholly or in part, the Funders' contributions must be acknowledged in all publications in accordance with the requirements set out in the Award Letter.
- (e) The Host Organisation and the Grantholder must consult with the Wellcome Trust's Media Office and the Royal Society's Media Relations team on any press statements that may be issued in relation to the Grant, including the findings from the activities funded by the Grant.

## **9 Intellectual Property and commercial activities**

- (a) The Funders require the Host Organisation to develop and implement strategies and procedures for the identification, protection, management and exploitation of Funded IP, taking into account circumstances where the research involves collaboration with and/or the contribution(s) of third parties. The Funders also require the Host Organisation to ensure that all persons in receipt of the Grant or working on an activity funded by the Grant (including employees, students, visiting fellows and subcontractors) are employed, engaged or retained on terms that vest in the Host Organisation all Funded IP.
- (b) Should any Funded IP arise from the Grant, then the Funders require the Host Organisation to consider whether the protection, management and exploitation of such Funded IP is an appropriate means of achieving the public benefit. If the Host Organisation considers that this is an appropriate means, then the Host Organisation must seek the prior written consent of the Wellcome Trust (not to be unreasonably withheld) before it makes any commercial use of, or grants to any third party any exploitation rights over, such Funded IP. As a condition of granting consent, the Wellcome Trust will require the Host Organisation to accept the standard revenue- and equity-sharing terms of the Wellcome Trust that are in place at that time: <https://wellcome.ac.uk/sites/default/files/Standard%20Revenue%20Sharing%20Template%20and%20Guidelines%20for%20Exploitation%20May%202016.doc>.
- (c) If the Host Organisation does not protect, manage or exploit any Funded IP arising out of the Grant to the reasonable satisfaction of the Wellcome Trust, then the Wellcome Trust (on behalf of the Funders) shall have the right, but not a duty, to protect, manage and exploit such Funded IP. Such right shall only be exercised six months after the Wellcome Trust has given the Host Organisation notice in writing that it is failing to protect, manage and exploit such Funded IP to the Wellcome Trust's satisfaction. However, the Wellcome Trust may exercise such right sooner where they reasonably consider that the opportunity to protect, manage or exploit such Funded IP for the public benefit could be lost if more immediate action is not taken. The Host Organisation agrees to do, and will ensure that its employees,

students and any third party acting on its behalf do, all acts required to assist the Wellcome Trust in such protection and exploitation.

- (d) If the Host Organisation wishes to use any third party to carry out its obligations with respect to this paragraph 9, then it must provide details of the proposed third party to the Wellcome Trust and obtain the prior written approval of the Wellcome Trust to such third party carrying out exploitation activities with respect to Funded IP.
- (e) The Host Organisation should deal with Technology Transfer at the Wellcome Trust in all matters relating to paragraph 9.

## **10 Limitation of liability**

- (a) The Funders accept no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the activities funded by the Grant. The Funders will not indemnify the Host Organisation, the Grantholder or any other person working on the Grant (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Host Organisation may be liable as an employer or otherwise or for which any such person may be liable.
- (b) The Host Organisation, the Grantholder or any other person working on the Grant (including but not limited to employees, students, visiting fellows and subcontractors) will indemnify the Funders against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Host Organisation may be liable as an employer or for which any other person working on the Grant may be liable.

## **11 Variation and termination**

- (a) The Funders reserve the right to amend these Grant Conditions, any terms and conditions in the Award Letter and the Policies and Positions Statements. Any changes to the Grant Conditions or the Policies and Positions Statements will be published on the Sir Henry Dale Fellowship [webpage](#).
- (b) In the event of any conflict between the provisions of these Grant Conditions as amended from time to time, and of the Award Letter, the provisions of the Award Letter will take precedence.
- (c) The Host Organisation, the Grantholder, or the Sponsor must inform the Funders without delay of any change to their status which might affect their ability to comply with these Grant Conditions.
- (d) The Grantholder must inform the Funders as soon as practicable of any significant divergence from the original aims and directions of the activities funded by the Grant.

- (e) The Funders reserve the right to terminate or suspend the Grant on notice with immediate effect. If a Grant is terminated, no liability for payment for redundancy pay or any other compensatory payment for dismissal of staff funded by the Grant will be accepted by the Funders and the Host Organisation will indemnify the Funders in respect of any claims brought against the Funders in this regard.

## 12 Governing law, jurisdiction and compliance

- (a) These Grant Conditions shall be governed by and construed in accordance with English law. The Host Organisation and the Grantholder irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with these Grant Conditions.
- (b) If any provision of these terms and conditions is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining terms and conditions which will continue.
- (c) The Host Organisation and the Grantholder must ensure that the activities funded by the Grant are at all times conducted in accordance with all applicable laws and regulations.

## 13 Definitions

Award Letter	the letter from the Funders to the Grantholder specifying the amount of the Grant that has been awarded.
Department	that part of the Host Organisation in which the Grant-funded activity is to take place.
End of Grant Report	a form on which the Host Organisation reports on the activities funded by the Grant, which must be completed by the principal Grantholder and submitted to the Wellcome Trust within three months of the end of the Grant Period or as otherwise required by the Funders.
End of Grant Spend Report	a form completed by the Host Organisation that must be submitted to the Wellcome Trust within three months of the end of the Grant Period or as otherwise required by the Funders and that sets out: <ol style="list-style-type: none"> <li>1) a comparison of i) actual expenditure by the Host Organisation during the Grant Period on the Grant and ii) the total amount awarded by the Funders in respect of the Grant; and</li> <li>2) any further information that the Funders request from the Host Organisation.</li> </ol>
Funders	the Wellcome Trust and the Royal Society.
Funded IP	Intellectual Property that is, or has been, created, exemplified or developed (whether in whole or in part) from the research that the



Funders have funded under the Grant. Unless specified otherwise in the Award Letter, “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.

Grant	the grant described in the Award Letter.
Grant Period	the period of the Grant set out in the Award Letter, commencing on the start date confirmed by the Host Organisation in the manner indicated by the Funders.
Grantholder	the Fellow, as specified in the Award Letter.
Host Organisation	the university, institution, research council or other body at which some or all of the research funded by the Grant will be carried out or which employs the Grantholder.
Intellectual Property (IP)	includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how.
PubMed Central	a free digital archive of biomedical and life science journal literature operated by the National Center for Biotechnology Information, a division of the U.S. National Library of Medicine.
Spend Report	<p>a form that must be completed by the Host Organisation and submitted to the Wellcome Trust that sets out:</p> <ol style="list-style-type: none"> <li>1) actual expenditure by the Host Organisation during a particular period on the Grant or (in the case of Organisation Spend reports) on all active Wellcome Trust grants and Sir Henry Dale Fellowships held by the Host Organisation; and</li> <li>2) any further information that the Funders request from the Host Organisation.</li> </ol>
Sponsor	the relevant Head of Department, or equivalent, who has guaranteed that the Fellow will be supported in developing his or her own independent career and that adequate space and resources will be provided for the Grant Period.
UK PubMed Central	a UK counterpart of PubMed Central developed by the Wellcome Trust and various funding partners.