



Grant conditions MECCOND/VER1/2014

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1 General

- I. These Grant Conditions, together with the Award Letter set out the terms and conditions on which the Grant is made by the Charity to the Host Institution.
- II. When accepting the Grant, the Host Institution(s) to which the award is made must agree with these terms and conditions and any specific stipulations detailed in the Award Letter or subsequently agreed in writing.
- III. The Host Institution must ensure that the Grantholders and others supported by the Grant are made aware of and comply with these terms and conditions.
- IV. The Charity reserves the right to amend these terms and conditions from time to time and any other conditions in the Award Letter. 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.

2 Administration

2.1 Activation of the grant

- I. The Principal Grantholder and Host Institution will formally accept the Grant by signing and returning a copy of the Grant Activation Form, and this shall act as acceptance of the Charity's grant conditions. The notional start date and grant period will be specified in the Award Letter and the Grantholder shall confirm the actual start date on the Grant Activation Form. The Award letter shall contain details on these requirements.
- II. The Host Institution should maintain a separate cost-code specific to the Grant, and account for all income and costs relating to the Grant through that cost-code. Appropriate records should be kept, for two calendar years from the end date of the Grant, to support entries made, and may be subject to inspection.
- III. The Host Institution must ensure that the Grant is used only for the purposes for which it is awarded.
- IV. The Host Institution must activate the Grant within three months of the notional start date stated in the award letter, unless otherwise agreed in writing with the Charity beforehand. If the Grant has not been activated within this timeframe, the Charity reserves the right to withdraw the offer of the Grant
- V. The Charity should be advised, in a timely manner, if there are any substantive delays expected in the grant period and reasons for this. The Grantholder will be required to submit a revised timeline and expected budget spending summary.

Failure to comply with any of the above shall result in loss of the award.

2.2 Funding sources

- I. The Host Institution shall make every reasonable effort to ensure that any part of the full cost of a project, not funded by the Charity, is received (or committed) before the project starts. The Charity reserves the right to withdraw the offer of the Grant where any of these costs are not secured by the Host Institution.

- II. Where any part of the full research project is not funded by the Charity, the Host Institution or Grantholder shall make every reasonable effort to make available to the Charity, copies of the Grant Conditions covering the funding received or committed from elsewhere. The Host Institution shall inform the Charity promptly of any arrangements which may lead to a breach of the Charity's Grant Conditions
- III. If funding is received from elsewhere for the same or similar project, before or during the Grant period, then the Charity must be informed immediately.

2.3 Financial administration of the grant

- I. The Charity will normally make payments on presentation of invoices for expenditure incurred. Where other payment arrangements apply, these will be detailed in the Award Letter.
- II. The Charity will allocate against special-purpose funds (donations for specific purposes) if appropriate and possible.
- III. Viring of funds between budget headings (as detailed in the Award Letter) is not permitted unless approved in advance by the Charity.
- IV. A Grant may be put into abeyance for a period of 12 months for reasons of illness, maternity leave or resignation of the Grantholder or a researcher employed on the Grant. The Grantholder must apply, in writing, to the Charity in advance. Extensions beyond 12 months will not normally be considered.
- V. In the event that the Host Institution completes the activities funded by the Grant without spending the full amount of the Grant, the Host Institution must repay all unspent sums to the Charity and the Charity will not be obliged to make any further payments to the Host Institution in respect of the Grant.

2.4 Resources and staff

- I. The Charity does not act as an employer with respect to the Grant and therefore the Host Institution(s) must ensure that sufficient resources are provided to support the activities described in the Award Letter, and assume full responsibility for staff funded from the Grant.
- II. The Host Institution(s) accepts all duties owed to and responsibilities for staff including, without limitation, their terms and conditions of employment and their training and supervision arising from the employer/employee relationship or contractor/sub-contractor relationship.

2.5 Ownership and use of equipment

- I. The procurement of equipment, consumables and services including maintenance, must comply with all relevant national and EU legislation and the Host Institution must ensure that it has in place clearly defined procurement procedures.
- II. Funding for equipment is provided primarily for use on the project for which the Grant was awarded. The Host Institution is responsible for installation, insurance, maintenance and repairs throughout its useful life.
- III. When research is complete, the Host Institution is free to use any equipment without reference to the Charity, but is expected to maintain it for research purposes for as long as practicable. The Charity reserves the right to determine the disposal of such equipment and to claim the proceeds of any sale.

- IV. Any proposal to transfer ownership of the equipment is subject to prior approval by the Charity.

2.6 Variations and termination

- I. The Host Institution (or Grantholder if appropriate) must inform the Charity without delay of any change to the status of the Host Institution or the Grantholder(s) which might affect their ability to comply with these Grant Conditions.
- II. After the Grant has started, the duration of the grant may be extended subject to prior written approval by the Charity.
- III. The Grantholder must inform the Charity promptly In the event that the Grantholder ceases to be employed by the Host Institution. In the event that the Grantholder is moving to another institution, the Charity may elect to terminate the Grant or transfer the Grant to an appropriate Grantholder at the original Host Institution
- IV. The Grantholder must inform the Charity promptly of potential material divergence from the original aims and direction of the activities funded by the Grant. Prior written agreement will be required to make a material change from that specified in the original Award Letter. Minor modifications must be fully justified in the Final Report.
- V. In the case of research involving the use of animals, the Grantholder must inform the Charity as soon as practicable of any significant increase to the number of animals originally funded by the Grant.
- VI. The Charity reserves the right to terminate or suspend the Grant on written notice with immediate effect.

3 Research integrity and best practice

- I. Host Institution(s) must have published standards of good research practice and Information Governance and must ensure that the research is organised and undertaken within a framework of best practice that recognises the various factors that may influence or impact on a research project.
- II. The Host Institution(s) is required to have in place procedures for governing good research practice, and a formal written procedure for the handling of allegations of misconduct.
- III. In the rare event of scientific fraud occurring, it is the responsibility of the Host Institution to investigate. The Charity reserves the right to withhold unpaid Grants until the position has been clarified. If fraud is proven, the Charity may terminate the Grant immediately and recover some or all of Grant(s) paid.
- IV. The Host Institution(s) must ensure, before research commences and during the Grant period, that all necessary legal and regulatory requirements to conduct the research are met, and all necessary licences and approvals have been obtained.

3.1 Ethics and approvals

- I. The Host Institution(s) must ensure it has formal written procedures for obtaining any ethical approval for a Grant, and must accept full responsibility for ensuring ethical approval and local R&D approval are in place at all times during the Grant period.

- II. Where any element of research funded by the Grant is to be conducted outside the UK it must, as a minimum standard, be conducted in accordance with the principles of UK legislation.

3.2 Use of animals in research

- I. Grantholders are expected to adopt procedures and techniques which avoid the use of animals where ever possible. Where this is not possible, Grantholders must adopt procedures which minimise the use of animals including but not limited to adherence to the AMRC Guidelines on Promoting Good Practice in research involving animals.
- II. A project involving the use of animals may not be commenced in the absence of Home Office licences covering all relevant institutions, the researchers and the research activity.
- III. The Host Institution must ensure that research involving the use of animals complies at all times with relevant laws and regulation and adheres to the provisions of the Animals (Scientific Procedures) Act 1986 and any amendments.

3.3 Medical and health research

- I. The Host Institution(s) must ensure that requirements of the Employing Organisation under the Research Governance Framework for Health and Social Care (or equivalent) are met for research involving NHS patients, their organs, tissues or data, and that the necessary arrangements are in place with partner organisations. Where it accepts the responsibilities of a Sponsor (as defined in the Research Governance Framework), it must also ensure that the requirements for Sponsors are met.
- II. The Host Institution(s) must ensure that there are effective and verifiable systems in place for managing research quality, progress and the safety and wellbeing of patients and other research participant.
- III. Significant developments must be assessed as the research proceeds, especially those that affect safety and well-being which should be reported to the appropriate authorities and to the Charity. The Host Institution must take appropriate and timely action when significant problems are identified. This may include temporarily suspending or terminating the research.

4 Reporting

Reporting requirements will normally be outlined in the award letter but additional reports may be requested at any time. Reports will normally be reviewed by the Scientific Advisory Panel and the Trustees.

4.1 Interim reports

Interim progress report(s) will be requested during the life of the Grant. A standard report proforma will normally be used and will be made available to the Grantholder. The Grantholder will be responsible for ensuring that the report(s) are completed and returned. Failure to provide reports may result in a delay in or withholding of payment.

4.2 Financial reports

Financial update report(s) will be requested during the life of the Grant. A standard report proforma will normally be used and will be made available to the Grantholder. The Grantholder will be responsible for ensuring that the report(s) are completed and returned. Failure to provide reports may result in a delay in or withholding of payment.

4.3 Final report

The Grantholder is required to submit a final report within three months of the Grant end-date. Payment of 10% of the total funds awarded may be withheld until this report has been received. Failure to submit the final report may result in loss of this payment or, in extreme circumstances, recovery by the Charity of all previous sums paid out on the grant to the Host Institution.

4.4 Impact report

To help assess the impact/effectiveness of the Charity's funding, update reports may be requested from time to time after the Grant has ended and the Grantholder shall provide such reports as may be reasonably requested.

5 Acknowledgements and publicity

- I. Moorfields Eye Charity, as a charity involved in medical research, expects that findings from research funded by the Grant will be published in an appropriate form (usually as papers in peer-reviewed journals).
- II. The Charity's contribution shall be acknowledged in all publications, talks or meeting presentations and the Charity should be referenced as 'Moorfields Eye Charity'. For journal articles, acknowledgement shall be in the format recommended by the AMRC "*This work was supported by the Moorfields Eye Charity [grant number xxx]*". This format should also be used when submitting articles into a repository.
- III. The publication or release of such findings should only be reasonably delayed to enable protection of any intellectual property. The identification, protection, management and exploitation of intellectual property is subject to **section 6 Intellectual property and commercial activities**.

6 Intellectual property and commercial activities

- I. Intellectual property ("IP") means any and all patents, utility models, registered designs, unregistered designs, copyright, database rights, rights in respect of know-how, rights in respect of confidential information, rights under unfair competition laws, property rights in materials, extensions of the term of any such rights and applications for and right to apply for any of the foregoing registered property and rights, and any similar or analogous rights in any part of the world.
- II. The Grantholder must notify the Host Institution and Charity of any potential or identified IP rights (IPR) that may arise, at the earliest opportunity, to allow proper registration of IPR whilst minimising delay in dissemination of results. Research results or any IP may not be commercially exploited in any way without prior written agreement of the Charity, not to be unreasonably withheld or delayed.

- III. IPR shall belong to the Host Institution, which shall have a strategy to identify, protect, manage and exploit any IPR. The Host Institution shall have clear rules for staff and other contractors on confidentiality and ownership of IP including without limitation contracts and terms and conditions of employment - including research students (who are not normally employees), visiting researchers (including overseas) and other institutions.
- IV. In the event that the Host Institution does not protect IP for any reason, the Charity reserves the right to obtain ownership of IPR and to arrange for its exploitation for the public benefit and that of the Charity. The parties will agree an appropriate percentage of any net income generated from exploiting such rights.
- V. Decisions regarding exploitation and apportionment of income will be made in good faith on a case-by-case basis, taking into account the overall financial contribution of the Charity, Host Institution and third parties.

7 Audit

- I. The Host Institution must ensure that the control of expenditure to be funded under the Grant is governed by the normal standards and procedures of the Host Institution(s) and is covered by any formal audit arrangements that exist in the Host Institution(s). This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.
- II. The Charity reserves the right to ask for confirmation from external auditors of the Host Institution that their opinion on the annual accounts is without qualification, and the management letter from the auditors raises no matters that could significantly affect the administration of grants awarded by the Charity. If the auditors have raised such matters in their management letter, the Host Institution is required to notify the Charity and provide relevant extracts from the letter.
- III. The Charity reserve the right, at their discretion and expense, to commission an audit of the Grant and/or systems used by the Host Institution that administers grants from the Charity. If requested, the Host Institution must provide such auditors access to accounting and other records relating to the Grant, and includes the right to physically verify any equipment acquired under the Grant.

8 Limitation of liability

- I. The Charity is not the "Sponsor" in the research sense of the term, and as such accept no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the work funded by the Grant.
- II. 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.
- III. The Charity will not indemnify the Host Institution, any 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 Institution may be liable as an employer or otherwise or for which any such person may be liable.

- IV. Where studies are carried out in an NHS Trust or other institution, that institution has a duty of care to its patients. The Charity does not accept liability for any failure in the institution's duty of care, or any negligence on the part of its employees.

9 Governing law, jurisdiction and compliance

- I. These Grant Conditions contained therein shall be governed by and construed in accordance with English law.
- II. The Host Institution and Grantholders must ensure that the activities funded by the Grant are at all times conducted in accordance with all applicable laws and regulations
- III. The Grantholder and Host Institution irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with the Award Letter and these Grant Conditions.

Definitions

Award Letter	the letter from the Charity to the Grantholder specifying the amount of the Grant that has been awarded
Charity	Moorfields Eye Charity, a charity registered in England with number 1140679
Financial report	a form which reports on the financial expenditure on the Grant that must be completed by the principal Grantholder and submitted to the Charity
Final Report	a form which reports on the activities funded by the Grant that must be completed by the principal Grantholder and submitted to the Charity within three months of the end of the Grant
Grant	the Grant described in the Award Letter
Grantholder(s)	the principal applicant and any coapplicant as specified on the Award Letter
Grant period	the period of the Grant set out in the Award letter commencing on the start date confirmed by the Grantholder in the manner requested by the Charity
Host Institution	the University, Institution, hospital or other body at which some or all of the research funded by the Grant will be carried out or which employs the Grantholder or Grantholders
Intellectual property (IP)	includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how
Interim Report	a form which reports on the activities funded by the Grant that must be completed by the principal Grantholder and submitted to the Charity
Trustees	the Trustees of Moorfields Eye Charity, a charity registered in England with number 1140679