

CONDITIONS UNDER WHICH A GRANT IS AWARDED

These Award Conditions, together with the Award Letter and the Conditions for Making a Grant Application, set out the terms and conditions on which the Grant is made by Action Medical Research to the Institution.

The Institution must ensure that the Grantholders and others supported by the Award are made aware of and comply with these Award Conditions, the Award Letter and any associated documents regarding good research practice (see section 2.1). The Institution warrants that the person who signed the Acceptance of Conditions Under Which a Grant is Awarded was duly authorised to do so and to bind the Institution to the Conditions.

Definitions used in these Grant Conditions can be found at Annex B.

AGREEMENT

Dated this day of 2024 between

(a) The Institution.....

of (address).....

.....

and Action Medical Research, Registered Office, 5th Floor, 167-169 Great Portland Street, London, W1W 5PF, hereinafter known as the Charity.

Whereas the Charity has agreed to support a medical research project (hereinafter known as the Project) to be undertaken by the Grantholder(s), as detailed in the Offer of Award dated [add date] and to make available to the Institution the sum of £[add amount] (the Award/Grant) to support the conduct of the Project.

1. Employment

1.1 The Charity does not act as an employer with respect to the Grant, and therefore in all cases where support is provided on the Grant for the employment of staff, the Institution undertakes to issue a contract of employment to such staff and comply with all relevant laws and regulations. Nothing in these Award Conditions or associated documents is intended or shall be deemed to create any partnership or joint venture between the Charity and any other party, nor any relationship of principal and agent between the Charity and any other party, nor authorise any party to make or enter into any commitments for or on behalf of the Charity.

- 1.2 The Institution is solely responsible for all costs, taxes and expenses incurred by or in respect of those engaged by it in performing the research. The Institution is responsible for all costs associated with recruitment of personnel including advertising costs.
- 1.3 In any advertisement for research workers to be appointed under this Offer of Award, the Institution will state that the project is funded by the Charity; and will advise the Charity of details of, or alterations to, each appointment as made.
- 1.4 The Institution accepts full responsibility for the appointment, management, monitoring and control of all personnel (whether permanent, temporary or students) employed in or involved in the research work funded by the Grant, including research misconduct and scientific fraud. It must also ensure that all personnel associated with the work receive training appropriate to their duties and the requirements of any statute or regulation.
- 1.5 The Charity expects the Institution (as the employer) to anticipate and meet the cost of any absence of its staff within its commitment to meet the terms of the Award Conditions and associated documents. In the case of long-term leave, where such leave could prejudice its commitment, the Institution must inform the Charity as soon as possible in advance so that the Charity can consider whether the Grant can be suspended for the period of leave and a new end date for the grant agreed. The Charity may consider covering the cost of another individual on a temporary basis if it encourages completion of the research, provided that the cost of doing so does not exceed the total amount of the salary component of the grant.
- 1.6 The salary provision in the Grant may not be transferred to another person or applied to another use without the Charity's written consent.

2. Scientific integrity

- 2.1 The Charity requires the highest standards of integrity to be adhered to by the Grantholders and researchers funded by the Award. The Institution shall ensure that the Grantholders conduct the research according to the highest standards of the research community and avoid any actual or perceived conflict of interest. The Institution must have in place its own published standards of good research practice and formal written procedures for the handling of allegations of research misconduct. Such standards must take into account the Medical Research Council document 'Good research practice: principles and guidelines'.
- 2.2 In the event of scientific fraud occurring or being suspected it is the responsibility of the Institution to investigate this promptly and comprehensively. The Grant is given in reliance upon the representation of the Institution that it has adequate procedures for dealing with scientific fraud.
- 2.3 If a case of scientific fraud is suspected in the course of the research then the Charity must be notified within 7 days of the Institution initiating any such investigation of scientific misconduct and kept informed of further developments. At the initial stages of the enquiry, the Charity would not normally suspend the grant. However, if adequate steps are not taken to proceed

with the investigation, or if fraud is proven, the Charity will terminate the grant immediately and reserves the right to recover monies already paid.

NB. A viable mechanism for dealing with accusations of scientific fraud would probably contain the following elements: a guidance document or code of practice on standards of professional behaviour; provisions for induction and training of staff; monitoring; regulations and procedures for handling allegations; fair procedures and appropriate protection for both the accused and the 'whistleblower'.

3. Conduct of Research

- 3.1 The Institution must ensure that, before the research funded by the Grant commences and during the full Grant Period, all the necessary legal and regulatory requirements relating to the conduct of the research and the facilities used for the research are met and all the necessary licences and approvals have been obtained. Where any element of the research is to be conducted outside the Institution's host country, such legal and regulatory requirements, and such licences and approvals should include those applicable in the additional countries involved.
- 3.2 The Charity will only directly fund UK based Institutions. Any element of the Research that is conducted outside the United Kingdom must, as a minimum standard, be conducted in accordance with the principles of and in compliance with relevant UK legislation current at the time of the activity. The Institution must ensure that research involving the use of animals complies at all times with the relevant laws in both the UK and the host country.
- 3.3 The Institution must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval(s) for the Project, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Project. This includes acting as or otherwise obtaining a "Sponsor" (as defined in the UK Policy Framework for Health and Social Care Research) where appropriate. For Projects falling within the scope of the UK Policy Framework for Health and Social Care Research, the Institution acknowledges and agrees the Charity will not be the Sponsor of the Project. The Institution in which the Project takes place must either accept responsibility as the Sponsor or put in place arrangements with an appropriate organisation such as a local NHS Trust to be the Sponsor.
- 3.4 Where the Research Program involves the use of animals, the Recipient shall ensure:
 - a) animals are only used in the Research Program where this is essential, and the research question being addressed cannot be answered using alternative methods;
 - b) any part of the Research Program involving the use of animals is designed and implemented so that:
 - (i) the experimental design is appropriate and is likely to answer the research question;
 - (ii) the least sentient species with the appropriate physiology is used;
 - (iii) animals are appropriately housed and maintained in a species-appropriate manner that minimises stress and maximises the animals' welfare;

- (iv) the number of animals used is the minimum sufficient to provide adequate statistical power to answer the questions posed; and
- (v) the severity of procedures performed on animals is kept to a minimum. To that end, experiments should be kept as short as possible and appropriate anaesthesia, analgesia and humane endpoints should be used to minimise any pain and suffering;
- c) all activities involving animals comply with the core principles set out in the cross-funder guidance 'Responsibility in the use of animals in bioscience research: Expectations of the major research councils and charitable funding bodies' (available at www.nc3rs.org.uk);
- d) when animals are purchased from commercial suppliers, UK suppliers are used wherever possible, to minimise the risk of suffering during transport;
- e) compliance at all times with the provisions of the Animals (Scientific Procedures) Act 1986 (as may be amended or supplemented from time-to-time) and any advice, guidance or requirements received from the relevant ethics committee, NC3Rs and/or other appropriate animal welfare body;
- f) all necessary licences, consents and approvals have been received before any work requiring such licenses, consent and/or approval is initiated;
- g) results arising from animal-based studies are reported in accordance with the ARRIVE guidelines (www.nc3rs.org.uk/ARRIVE) as far as possible, taking into account the specific editorial policies of the journal concerned;
- h) any new procedure likely to replace the use of animals in research or testing, reduce the numbers used or refine animal use for the same is promptly reported to NC3Rs and disseminated through the usual channels to all those who might make use of it; and
- i) any substantive changes to animal species and/or experimental design from that set out in the Application, must be notified to the Charity together with any advice/suggestions in relation to the same obtained from any ethics committee, NC3Rs and/or other animal welfare body, before such changes are implemented.

3.5 The Institution undertakes to abide at all times by the Data Protection Act 2018 and all other relevant legislation and regulations in relation to the undertaking of research funded under this Award.

3.6 The Institution has understood and accepted the Conditions for Making a Grant Application to the Charity as attached at Annex A.

3.7 The Institution will use their best endeavours to complete the project within the agreed period and the Grant and will make no material change to the project without prior approval of the Charity.

3.8 The Institution must inform the Charity without delay of any change to the status of the Institution or the Grantholders which might affect their ability to perform the Research or to comply with these Award Conditions. This includes any material alteration to or divergence from the original aims and directions of the Research and if any of the Grantholders transfer to an alternative research institution.

3.9 The Institution is responsible for exercising appropriate oversight of the Grantholders to ensure that the Grantholders' work on the Project is undertaken in accordance with the terms of this Agreement. The Institution shall use its best endeavours to procure that the Grantholders' act in accordance with the terms of this Agreement.

4. Audit

4.1 The Institution must ensure that the control of expenditure to be funded under the Grant is governed by the normal standards and procedures of the Institution and is covered by any formal audit arrangements that exist in the Institution. This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.

4.2 The Charity shall have the right to require from the Institution, at any time, any financial information in respect of the Award or the activities it funds.

4.3 The Charity reserves the right to audit the finance of the Grant at any time and the Institution shall provide such assistance as the Charity may reasonably require for this to be effected.

4.4 The Institution is required to have in place procedures that ensure that only valid grant expenditure is charged. The Award may be terminated if such procedures are found not to be in place.

4.5 The Institution should maintain a separate accounting cost code specific to the Award, and all costs and income properly relating to the Award should be accounted for through that cost code. The Institution should ensure that appropriate records are kept to support the entries made on the cost code.

4.6 The Charity may, during business hours, visit any premises where the Research is conducted to inspect the facilities and to discuss the progress of the Research.

4.7 The obligations of this clause 4 shall remain in force and effect for a period of 6 years after the completion of the Project or the date of the last payment made under these Award Conditions, whichever is the later.

4.8 The Institution shall ensure that its arrangements with Grantholder(s) are sufficient to ensure that it can obtain such information from the Grantholder(s) as is necessary for the Institution to comply with its obligations under this Agreement.

5 Financial administration and general conditions

5.1 Payments will not be made on the Award until the Institution has formally accepted the Award and the Conditions Under Which a Grant is Awarded and has activated the Grant by notification to the Charity of the start date. The Institution must also forward the name,

starting salary and a one page CV for research workers employed on the Grant that were not detailed in the original application.

- 5.2 The Institution will advise the Charity of the starting date of the project at the earliest opportunity. If the project does not commence within 6 months of the date on the Award Letter, the Charity reserves the right to withdraw the offer.
- 5.3 The Institution will arrange for its Finance Department to submit suitable invoices detailing all costs incurred during the 3 months within the limits agreed in this Offer of Award. Invoices are to be submitted to the Charity quarterly in arrears. The Charity will not pay any part of any expenditure which is not claimed within 6 months of the end date of the Grant or received after the Institution has submitted their Final Invoice.

Invoices should contain the following details:

- 5.3.1 the Action Medical Research grant reference number;
 - 5.3.2 the time period covered by the invoice;
 - 5.3.3 expenditure categorised appropriately, eg salary, consumables and equipment costs;
 - 5.3.4 for equipment costs, summary details of the equipment purchased.
 - 5.3.5 for salary costs, staff names and a breakdown of the salary calculation. If the salary costs are in excess of those agreed full details of the reason for the increase;
 - 5.3.6 a contact name, email address and telephone number for queries.
- 5.4 Payments made by the Charity must be applied exclusively in support of the Research; funds may not be applied to other research projects. Funds may not be transferred between budgets without the prior written consent of the Charity. Any surplus will be retained by or returned to the Charity.
 - 5.5 The Institution or Grantholders must not be in receipt of or subsequently receive any emoluments or financial assistance from any other source that would give **duplicate/overlapping funding for the Project for the period covered by this Offer of Award.**
 - 5.6 The Institution must ensure that the Grant is used for the purposes for which it is awarded and, without prior written agreement, may not use the Grant to pay for any expenditure commitments entered into prior to the date this agreement is signed and received by the Charity.
 - 5.7 The Institution must ensure that adequate and appropriate resources are provided to support the activities described in the Award Letter. The Charity will not be responsible for any overheads or similar costs not agreed in the Award Letter.
 - 5.8 The Charity has the right to seek reimbursement in the event of an overpayment in relation to the Award. The Charity also has the right to suspend payments to the Institution where

it is concerned about an aspect of any invoice or in the event of non-delivery of an annual or final progress report on the research.

- 5.9 The Award will not be increased (including for any redundancy liabilities for staff employed by the Institution for the purposes of the Project) except under very exceptional circumstances. Applications should therefore be calculated to include increments on any salary scale and estimates of future nationally agreed pay awards to cover cost of living increases only. The Charity cannot cover costs associated with restructuring.
- 5.10 The Institution must submit a Final Invoice within four months of the end date of the Project or as otherwise required by the Charity. This represents the final statement of expenditure for the Grant. The Charity is not obliged to comply with any subsequent invoices in respect of the Grant once it has received the Final Invoice.
- 5.11 The Institution agrees and accepts that payments of the Grant can only be made to the extent that the Charity has available funds and its payment is subject to the necessary funds being available when payment falls due.
- 5.12 The Institution shall promptly repay to the Charity any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Institution.
- 5.13 The Grant shall be shown in the Institution's accounts as a restricted fund and shall not be included under general funds.
- 5.14 The Institution shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Charity shall have the right to review, at the Charity's reasonable request, the Institution's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.15 The Institution shall comply and facilitate the Charity's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Charity
- 5.16 The Institution shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Charity as the source of the Grant. The Institution shall acknowledge the support of the Charity in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Charity) shall include the Charity's name and logo using the templates provided by the Charity from time to time and shall comply with all reasonable branding guidelines issued by the Charity.

- 5.17 The Institution agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Charity.
- 5.18 The Institution shall assist with all reasonable requests from the Charity to facilitate visits, provide reports, statistics, copy approval of text, photographs and case studies that will assist the Charity in its promotional and fundraising activities relating to the Project.

6 Reporting

- 6.1 The Institution, normally via the Grantholder(s), will supply the Charity with regular reports on the progress of the work as required by the Charity. These progress reports should normally be provided on an annual basis (Interim Report) unless otherwise indicated. An appropriate Final Report will be submitted within 90 days of the end date of the project. These progress reports will be reviewed by the Charity for adequacy of research to date and, if appropriate, details of the research plan for the next year. Specific guidelines for these reports are enclosed. Payments may be withheld if Interim Reports are not received within 60 days of request by the Charity. The final payment due under this Agreement will be withheld pending the Final Report.
- 6.2 In the event that submission of Interim and Final Reports are delayed, further applications for Charity funding from the Institute and the principal Grantholder will not be accepted until such report has been received, unless the Charity agrees otherwise.
- 6.3 The Institution and Grantholder(s) are expected to provide reasonable assistance to the Charity in its evaluation of the Project's impact post-completion and receipt of the Final Report. As the real impact of research may only be recognised after the termination of individual projects, the Grantholder(s) will give such information as the Charity may reasonably require regarding the outcomes of, and any subsequent developments arising from, the Project in the years following Project completion. This may involve the use of reporting systems such as Researchfish to collect data on outcomes and impacts arising from awards. Grantholders must then submit, once annually, Action Medical Research-related grant evaluation data during a defined time period, although information can be added at any time throughout the year. Data would need to be submitted beyond the end date of the Grant closure until the notified cutoff point.
- 6.4 The obligations of this clause 6 shall remain in force and effective after the completion of the research, the end date of the Grant or the termination of the Award.
- 6.5 The Institution shall be responsible for ensuring that the Grantholder(s) provide such information and assistance to the Charities as is required by this clause 6.

7 Requests to referee future applications

- 7.1 The Institution and Grantholders will be expected to respond positively and punctually to requests to referee the Charity's grant applications.

8 Publication and publicity

- 8.1 The Charity's ability to fund research relies on continued support from voluntary donations it is therefore important that the Charity receives due acknowledgement for the funding provided.

The Institution and the Principal Investigator or other Grantholders must consult with the Charity's Communication Department before they or any Grantholder make any comment in the press or issuing any press statements or other publicity material about the Award or the Research or the findings or outcome of the Research. The Institution must ensure that it obtains the prior approval of the Charity's Communications Department on any press statements associated with the Project that may be issued. The Charity may wish to participate in such releases

- 8.2 The Institution and Grantholder(s) are expected to give reasonable assistance to the Charity in its publicity and fundraising promotions.

- 8.3 **Subject to Clause 9.11 below**, the Institution and the Grantholder(s) will assist the Charity in its policy of publicising as widely as possible its grants and progress in scientific research supported by the Charity, and will not enter into any restrictive publication arrangements without informing the Charity.

- 8.4 The Institution must ensure that the useful results of the Research are disseminated. The Institution must properly evaluate the Research before it is published and, if the results are to be published in a reputable scientific or medical journal, may rely on an evaluation of quality by the journal concerned.

- 8.5 The Grantholder(s) and the Institution will acknowledge the financial assistance given by the Charity in any published documents, either in the text or in a footnote, using the Charity's full title of ACTION MEDICAL RESEARCH. One copy of all printed reports or published papers will be sent to the Charity at the time the article is accepted for publication. For oral presentations, interviews and press releases the charity should be suitably acknowledged using the Charity's full name and/or logo as supplied by the Charity.

9 Intellectual property rights and commercial activities

- 9.1 The Charity expects the Institution to have clear guidelines for staff and students on ownership of intellectual property rights (IPR) and on their procedures for the identification and protection of such.

- 9.2 The Institution shall develop and implement strategies and procedures for the identification, protection, management and exploitation of Arising Intellectual Property.

- 9.3 The Institution shall ensure that all persons in receipt of the Award or working on the Research (including employees, students, visiting fellows and subcontractors) are employed or retained by the Institution on terms that vest in the Institution all Arising Intellectual Property.

- 9.4 The Charity's written approval must be obtained if any Arising Intellectual Property, other than academic copyright, is to be given to any other person or body in relation to the work which the Charity has funded.
- 9.5 Any revenues or other benefit, hereafter known as the Royalty Income, arising from the project will be shared between the Institution and Action Medical Research and the other funding bodies (if any) in such proportion as may be equitable. Before entering into any commercial or patent procedure arising from the project, the Institution will discuss with the Charity the proposed procedure and the basis upon which any benefit shall be distributed. Decisions regarding such exploitation procedures will be made on a case by case basis. The Association of Medical Research Charities guidance may be used by Action Medical Research as a starting point.
- 9.6 The Institution shall promptly disclose the Arising Intellectual Property to the Charity and consult with the Charity to decide whether the protection, management and exploitation of such Arising Intellectual Property is an appropriate means of achieving the public benefit.
- 9.7 The Institution must obtain the prior written consent of the Charity before using, or authorising the use of, the Arising Intellectual Property for any commercial purpose, such consent not to be unreasonably withheld. Any consent given will be conditional upon the Institution, as a minimum: undertaking to adhere to a reasonable commercial strategy, for the protection management and exploitation of the relevant Arising Intellectual Property; paying the Charity a reasonable proportion of any revenue realised from any such commercial use; and accepting the Charity's revenue and equity-sharing terms that are in place at that time.
- 9.8 Where the Institution bears the risk and cost of applying for patents, it will be entitled to recover its direct costs as a first charge upon the Royalty Income.
- 9.9 In no case will the Charity bear the risk and costs involved in exploiting the Arising Intellectual Property, but the Charity reserves the right to apply for patents in its own name on any Arising Intellectual Property if the Institution states in writing that it does not intend to pursue relevant patents.
- 9.10 The Institution will provide detailed accounts of Royalty Income and relative costs as required from time to time by the Charity, and in any case not less than once a year.
- 9.11 With the written permission of the Charity the Institution/Grantholder(s) may delay scientific publication for a reasonable period in order to file patents on inventions of potential commercial relevance before disclosure.
- 9.12 If the Institution wishes to use any third party to carry out its obligations with respect to this clause 9, then it must provide details of the proposed third party to the Charity and obtain the Charity's prior written approval.

10. Limitation of liability

- 10.1 The Charity accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the Research.
- 10.2 The Charity is not liable for any loss or damage to, or caused by the use or misuse of, equipment funded by the Charity.
- 10.3 The Charity will not indemnify the Institution, any Grantholder or any other person working on the Research (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 Institution may be liable as an employer or otherwise or for which any such person may be liable.
- 10.4 The Institution shall ensure that it has adequate and sufficient insurance in place and shall, at the request of the Charity, provide a copy of such policy and evidence of payment of premiums.
- 10.5 The Parties agree that the Charity shall not be held liable for any consequences, that may come about from the Institution running the Project, the use of the Grant or from withdrawal of the Grant.
- 10.6 The Parties agree that the Charity shall not be held liable for any claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of:
 - a. the actions and / or omissions of the Institution in relation to the Project,
 - b. the non-fulfilment of the obligations of the Institution under this Agreement,
 - c. the Institution's obligations to third parties.
- 10.7 The Institution shall indemnify the Charity, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of:
 - a. the actions and / or omissions of the Institution in relation to the Project,
 - b. the non-fulfilment of the obligations of the Institution under this Agreement,
 - c. the Institution's obligations to third parties.
- 10.8 In any event, the Charity's liability is limited to the Payment of the Grant and shall not exceed the total sum of the Grant

11 Equipment

- 11.1 The Charity will not reimburse VAT on the purchase of any equipment covered by this Offer of Award. The equipment is covered under the concessions in the Value Added Tax Act 1983 Schedule 5 Group 16. The Institution will order the equipment in accordance with the requirements of that Act.

- 11.2 The Institution must ensure that equipment purchased with the Award is appropriately insured and maintained, at the Institution's cost, at all material times.

12 Data Protection

- 12.1 Unless otherwise agreed, all information that the Grantholder, co-applicants and/or Institution supply to the Charity relating to any applications or Grants awarded will be used for the purposes of processing the application and/or Grant and for the purpose of peer review, audit and/or evaluation. All personal data will be processed in accordance with the Data Protection Act 2018. Data supplied in the application relating to the applicant(s) and/or individuals funded by the Grant may be used by the charity for the purposes of grant administration and keeping researchers informed about the activities of the charity. It may also be disclosed to and processed by external peer reviewers, Government and other research and professional bodies.
- 12.2 As all research funds have been sourced through fundraising, the Charity may contact all Action Medical Research funded individuals and institutions by post, telephone or e-mail from time to time about future fundraising and other activities and initiatives of the Charity.
- 12.3 The charity will use Grantholder information, Award details and non-technical lay summaries of the research in its publications, website and Annual Review.

13. Entire agreement, variation and termination

- 13.1 These Award Conditions together with the Award Letter and Conditions for making a Grant Application constitute the entire agreement between the parties with respect to the Award and shall have effect to the exclusion of any other representation, memorandum, agreement or understanding of any kind between the parties preceding the date of the Award Letter and relating to the Award.
- 13.2 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.
- 13.3 The Charity reserves the right to terminate the Award on notice with immediate effect. In the event of early termination, the Institution shall promptly return to the Charity any part of the Award that has not been allocated as at the date of termination.
- 13.4 The Institution (or a Grantholder if appropriate) must inform the Charity without delay of any change to the status of the Institution or the Grantholders which might affect their ability to comply with these Grant Conditions.

14 Governing law, jurisdiction and compliance

- 14.1 The Award and the Award Conditions shall be governed by and construed in accordance with English law. The Parties irrevocably submit to the exclusive jurisdiction of the English courts

to settle any disputes in connection with the Award and Award Conditions.

- 14.2 The Institution and the Grantholders must ensure that the activities funded by the Grant are at all times conducted in accordance with all applicable laws and regulations.

15 Withholding, suspending or repaying of the Grant

15.1 The Charity's intention is that the Grant will be paid to the Institution in full. However, without prejudice to the Charity's other rights and remedies, the Charity may at its discretion withhold or suspend payment of the Grant [and/or require repayment of all or part of the Grant] if:

- (a) the Institution uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within 6 months of the Award letter and the Institution has failed to provide the Charity with a reasonable explanation for the delay;
- (c) the Charity considers that the Institution has not made satisfactory progress with the delivery of the Project;
- (d) the Institution is, in the reasonable opinion of the Charity, delivering the Project in a negligent manner;
- (e) the Institution obtains duplicate/overlapping funding from a third party for the Project;
- (f) the Institution obtains funding from a third party which, in the reasonable opinion of the Charity, undertakes activities that are likely to bring the reputation of the Project or the Charity into disrepute;
- (g) the Institution provides the Charity with any materially misleading or inaccurate information;
- (h) the Institution commits a prohibited act;
- (i) the Institution (or Grantholders, its officers or employees) has acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or taken any actions which, in the reasonable opinion of the Charity, bring or are likely to bring the Charity's name or reputation into disrepute;
- (j) the Institution ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (k) the Institution becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- (l) The Institution is, in the reasonable opinion of the Charities, failing to exercise appropriate oversight of the Grantholder/s' compliance with this Agreement.
- (m) the Institution fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

15.2 Should the Institution be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with its obligations it will notify the Charity as soon as possible so that, if possible, and without creating any legal obligation, the Charity will have an opportunity to provide assistance in resolving the problem

or to take action to protect the Charity and the Grant monies.

16 Warranties

16.1 The Institution warrants, undertakes and agrees that:

- (a) it will comply with its obligations to the Charity and within the Award Conditions and associated documents;
- (b) it is not aware of anything in its own affairs, which it has not disclosed to the Charity, which might reasonably have influenced the decision of the Charity to make the Grant on the terms offered.

This Agreement should be signed by the authorised signatory of the Institution accepting the award and **CONDITIONS UNDER WHICH A GRANT IS AWARDED** and returned to the Director of Research **within three weeks** if the offer is accepted. The Agreement should also be signed by the Principal Investigator to show that they have been made aware of and accept these conditions.

Signed on behalf of **Action Medical Research**

.....
Chief Executive

Signed on behalf of the **Institution**

.....
Name, Title, and Position (in capitals)

.....

Signed as an acknowledgement by the **Principal Investigator on behalf of the Grantholders**

.....
Name (in capitals)

.....

CONDITIONS FOR MAKING A GRANT APPLICATION

1. Applicants should first satisfy themselves that their proposed research falls within the remit of the charity, as defined in the Grant Policy and they should have been invited to apply following an outline application.
2. The Institution must ensure that, before the research commences and during the full term of the grant, all the necessary legal and regulatory requirements in order to conduct the research are met, and all the necessary licenses and approvals have been obtained, including any research involving the use of animals. The Institution must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for this grant, and must accept full responsibility for ensuring such ethical approval is in place at all relevant times during the grant.
3. Costs can include research worker salaries and associated research expenses such as consumables. You can include the purchase of special equipment, if justified, but not standard basic equipment. The application should not include any indirect costs such as administrative or other overheads imposed by the university or other institution and you should not include percentages of salaries for those already employed in permanent/long term positions such as the Principal Investigator.
4. Before submitting an application, please confirm with your finance officers that the amounts specified are accurate. The charity is not able to consider supplementary grants other than in very exceptional circumstances. Please state salary scales and increments known at the time of application and include an additional sum to cover estimates of future nationally agreed pay awards to cover cost of living increases as defined in clause 5.9 of the CONDITIONS UNDER WHICH A GRANT IS AWARDED.
5. VAT should not be included in the application. Schedule 5, Group 16 of the Value Added Tax Act 1983 zero rates the supply of medical and scientific equipment and consumables purchased with charitable funds when they are donated to designated non profit making institutions, provided the supply is used for medical research, diagnosis or treatment.
6. Costs of travel may be included in an application provided they form a necessary and integral part of the research proposed. The application should not include an allowance for attendance at meetings and conferences. These must be the subject of separate and individual application in writing to the charity as the need arises and funds are limited in amount and restricted to registration and travel costs.
7. Any grant offered will be made available only after the CONDITIONS UNDER WHICH A GRANT IS AWARDED by Action Medical Research has been signed by both the employing Institution and the Principal Investigator.

Action Medical Research
Conditions under which a grant is awarded

Definitions

- Arising Intellectual Property** means any Intellectual Property Rights created or developed in the course of the Research or otherwise with the use of the Award.
- Award/Grant** means the amount being made available to the Institution as set out in the Award letter.
- Award Conditions/Grant Conditions** means this agreement including any annexes.
- Award letter** the letter from the Charity to the Principal Investigator specifying the amount of the grant that has been awarded.
- Charity** means Action Medical Research, registered charity numbers 208701 and SC039284
- Grantholder(s)** means the principal applicant and any coapplicant performing or supervising the Research.
- Institution** means the university, institution, hospital or other body at which some or all of the activity funded by the Award will be carried out or which employs the Grantholder(s).
- Intellectual Property Rights** means any and all patents, patent rights and patent applications, licenses, inventions, copyright (including rights in software whether in human or machine readable form), database rights, know-how, trade secrets, formulae, algorithms, processes, designs (whether registered or not), schematics, diagrams, trade marks (whether registered or not) and any other similar rights of whatever nature that exist or come into existence in any jurisdiction.
- Research/Project** means the activities (part) funded by the Award and outlined in the Award Letter.
- Sponsor** has the meaning set out in clause 3.3 of the Award Conditions