

## CONDITIONS UNDER WHICH A GRANT IS AWARDED

These Grant Conditions, together with the Award Letter (including the ‘**Information to note**’ page), and the Policies and Positions for Grants, set out the terms and conditions on which the Grant is made by the Wellcome Trust to the Organisation. Our Policies and Positions for Grants can be viewed at: <http://www.wellcome.ac.uk/About-us/Policy/Policy-and-position-statements/index.htm>.

The Organisation must ensure that the Grantholders and others supported by the Grant are made aware of and comply with these Grant Conditions, the Award Letter and the Policies and Positions for Grants.

Definitions used in these Grant Conditions can be found at paragraph 11.

### 1. **Employment**

The Trust 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 Organisation undertakes to issue a contract of employment to such staff that is in compliance with relevant laws and regulations.

### 2. **Research practice**

- (i) The Organisation should endorse the commitments of the Concordat to Support Research Integrity <http://www.universitiesuk.ac.uk/highereducation/Pages/Theconcordattosupportresearchintegrity.aspx> and must have in place formal written procedures for the handling of allegations of research misconduct, such procedures to meet at least the minimum criteria set out in the Trust’s statement on the handling of allegations of research misconduct: <http://www.wellcome.ac.uk/About-us/Policy/Policy-and-position-statements/WT002756.htm>.
- (ii) The Organisation must ensure that, before the research funded by the Grant commences and during the full Grant Period, all the necessary 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 Organisation’s host country, such legal and regulatory requirements, and such licences and approvals should include those applicable in the additional countries involved.
- (iii) The 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): <https://www.gov.uk/research-and-testing-using-animals>.

- (iv) The 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.

### **3. Audit**

- (i) The Organisation must ensure that the control of expenditure to be funded under the Grant is governed by the normal standards and procedures of the Organisation and is covered by any formal audit arrangements that exist in the Organisation. This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.
- (ii) The Trust has the right to request from the Organisation, at any time, any financial information in respect of the Grant or the activities it funds; and/or to ask for confirmation from the external auditors of the Organisation (a) that the external auditors have signed their opinion on the annual accounts of the 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 Trust. If the auditors have raised any such matters in their management letter, the Trust may require the Organisation to provide it with relevant extracts from the letter.
- (iii) The 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 Trust at any time, if requested by the Trust and at the Trust's 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 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.
- (iv) The Trust has the right, at its discretion and expense (and directly or via third parties engaged by it), to audit the Grant, income and expenditure in relation to the activities funded by the Grant, and/or the systems used by the Organisation to administer Trust grants at any time.
- (v) The 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 Organisation should ensure that appropriate records are kept to support the entries made on the cost code.

### **4. Administration**

- (i) Payments will not be made on the Grant until the Organisation has formally accepted the Grant and the conditions under which the Grant is awarded and has activated the Grant. (The Award Letter contains further details about how to do this.)
- (ii) The Organisation must ensure that the Grant is used for the purposes for which it is awarded.

- (iii) The Organisation must ensure that adequate and appropriate resources are provided to support the activities described in the Award Letter.
- (iv) The Organisation must activate the Grant within 12 months of the proposed start date referred to in the Award Letter.
- (v) The Trust will normally make payments quarterly in arrears on the basis of expenditure information received. Where other payment arrangements apply, these will be detailed in the Award Letter.
- (vi) The Organisation must hold a bank account in the currency specified in the Award Letter and must notify the Trust of any changes to its bank account details.
- (vii) The Organisation must submit Spend Reports and End of Grant Spend Reports as required by the Trust and in the currency specified in the Award Letter. Where other reporting arrangements apply, these will be detailed in the Award Letter.
- (viii) The Trust has the right to seek reimbursement in the event of an overpayment in relation to any Trust grant made to the Organisation, including by setting such overpayment off against payments due under other Trust grants to the Organisation. The Trust also has the right to suspend payments to the Organisation where it is 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.
- (ix) The Trust will retain 10% of the total transferable funds budget until (a) an End of Grant Spend Report and an End of Grant Report have been completed and returned to the Trust, and (b) all research outputs supported in whole or in part by the Grant have been confirmed to be compliant with the Trust's open access policy as set out in paragraph 6(iii), unless the Trust agrees otherwise.
- (x) The completed End of Grant Spend Report received by the Trust represents the final statement of expenditure for the Grant. The Trust is not obliged to make any further payments in respect of the Grant once it has received the End of Grant Spend Report.
- (xi) In the event that the Organisation completes the activities funded by the Grant without spending the full amount of the Grant, the Organisation must repay all unspent sums to the Trust and the Trust will not be obliged to make any further payments to the Organisation in respect of the Grant.
- (xii) If any amount of the Grant is not used in accordance with the conditions under which the Grant is awarded, the Organisation agrees to repay such amount promptly to the Trust.

## **5. Equipment**

- (i) The 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 Organisation in accordance with these procedures.
- (ii) The Organisation must ensure that equipment funded by the Grant is appropriately insured and maintained throughout its useful life.

- (iii) Equipment funded by the Grant is awarded to the Organisation, on behalf of the Department, specifically for the purpose of the Grantholder's research. Written permission from the Trust must be obtained to use the equipment for any other purpose (including to charge, hire, lend or dispose of it).

## **6. Publication, publicity and reporting**

- (i) The Trust expects that findings from research funded by the Grant will be published in an appropriate form (usually as papers in peer-reviewed journals or, in the case of Medical Humanities research, as monographs).
- (ii) 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 7 on 'Intellectual property and commercial activities'.
- (iii) In accordance with the Trust's open access policy <http://www.wellcome.ac.uk/About-us/Policy/Spotlight-issues/Open-access/index.htm>, all original research which is published as an article in a peer-reviewed journal, or as a scholarly monograph or book chapter, and is supported in whole or in part by the Grant, must be made available from Europe PubMed Central as soon as possible and in any event within six months of publication. (See paragraph 4 (ix) above concerning the retention of funds.)
- (iv) To assist the Trust in tracking the outputs of research to which it has contributed either wholly or in part, the Trust's contributions must be acknowledged in all publications, according to the Trust's Guidance for Research Publication Acknowledgement Practice: <http://www.wellcome.ac.uk/Managing-a-grant/End-of-a-grant/WTD037950.htm>.
- (v) The Organisation and the principal Grantholder must consult with the Trust's Media Office on any press statements that may be issued about the Grant or the findings from the activities funded by the Grant.
- (vi) The principal Grantholder must submit reports during the Grant Period on the progress of the activities funded by the Grant as required by the Trust.
- (vii) The principal 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 Trust. (See paragraph 4 (ix) above concerning the retention of funds.)
- (viii) In the event that submission of the End of Grant Report is delayed, further applications for Trust funding from the principal Grantholder will not be accepted until the Report has been received, unless the Trust agrees otherwise.
- (ix) The 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 Trust. (See paragraph 4 (ix) above concerning the retention of funds.)

## **7. Intellectual property and commercial activities**

- (i) The Trust requires the Organisation to develop and implement strategies and procedures for the identification, protection, management and exploitation of Trust-funded intellectual property (IP), taking into account circumstances where the research involves collaboration with and/or the contribution(s) of third parties. The Trust also requires the Organisation to ensure that all persons in receipt of Trust funding or working on a Trust-funded activity (including employees, students, visiting fellows and subcontractors) are employed, engaged or retained on terms that vest in the Organisation all Trust-funded IP.
- (ii) Should any Trust-funded IP arise from the Grant, then the Trust requires the Organisation to consider whether the protection, management and exploitation of such Trust-funded IP is an appropriate means of achieving the public benefit. If the Organisation considers that this is an appropriate means, then the Organisation must seek the prior written consent of the Trust (not to be unreasonably withheld) before it makes any commercial use of, or grants to any third party any exploitation rights over, such Trust-funded IP. As a condition of granting consent, the Trust will require the Organisation to accept the standard revenue- and equity-sharing terms of the Trust that are in place at that time: [http://www.wellcome.ac.uk/stellent/groups/corporatesite/@technology\\_transfer/document/web\\_document/wtd003534.doc](http://www.wellcome.ac.uk/stellent/groups/corporatesite/@technology_transfer/document/web_document/wtd003534.doc).
- (iii) If the Organisation does not protect, manage or exploit any Trust-funded IP arising out of the Grant to the reasonable satisfaction of the Trust, then the Trust shall have the right, but not a duty, to protect, manage and exploit such Trust-funded IP. Such right shall only be exercised six months after the Trust has given the Organisation notice in writing that it is failing to protect, manage and exploit such Trust-funded IP to the Trust's satisfaction. However, the Trust may exercise such right sooner where it reasonably considers that the opportunity to protect, manage or exploit such Trust-funded IP for the public benefit could be lost if more immediate action is not taken. The 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 Trust in such protection and exploitation.
- (iv) If the Organisation wishes to use any third party to carry out its obligations with respect to this paragraph 7, then it must provide details of the proposed third party to the Trust and obtain the Trust's prior written approval to such third party carrying out exploitation activities with respect to Trust-funded IP.
- (v) The Organisation should deal with Innovations <http://www.wellcome.ac.uk/Funding/Innovations/WTD037910.htm> at the Trust in all matters relating to paragraph 7.

## **8. Limitation of liability**

- (i) The Trust accepts 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.
- (ii) The Trust will not indemnify the Organisation, 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 Organisation may be liable as an employer or otherwise or for which any such person may be liable.

**9. Variation and termination**

- (i) The Trust reserves the right to amend these Grant Conditions, any terms and conditions in the Award Letter and the Policies and Positions for Grants. The Trust will publish any change to the Grant Conditions or the Policies and Positions for Grants on its website.
- (ii) 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.
- (iii) The Organisation (or a Grantholder if appropriate) must inform the Trust without delay of any change to the status of the Organisation or the Grantholders which might affect their ability to comply with these Grant Conditions.
- (iv) The Grantholder must inform the Trust as soon as practicable of any significant divergence from the original aims and directions of the activities funded by the Grant.
- (v) In the case of research involving the use of animals, the Grantholder must inform the Trust as soon as practicable of any significant increase to the number of animals originally funded by the Grant.
- (vi) The Trust reserves the right to terminate the Grant on notice with immediate effect.

**10. Governing law, jurisdiction and compliance**

- (i) These Grant Conditions shall be governed by and construed in accordance with English law. The Organisation and the Grantholders irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with these Grant Conditions.
- (ii) The Organisation 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.

## 11. Definitions

Award Letter	the letter from the Trust to the principal Grantholder specifying the amount of the Grant that has been awarded.
Department	that part of the Organisation in which the Grant-funded activity is to take place.
End of Grant Report	a form on which the Organisation reports on the activities funded by the Grant, that must be completed by the principal Grantholder and submitted to the Trust.
End of Grant Spend Report	a form completed by the Organisation, that must be submitted to the Trust and that sets out: <ol style="list-style-type: none"> <li>1) a comparison of i) actual expenditure by the Organisation during the Grant Period on the Grant and ii) the total amount awarded by the Trust in respect of the Grant; and</li> <li>2) any further information that the Trust requests from the Organisation.</li> </ol>
Europe PubMed Central	a European counterpart of PubMed Central developed by the Trust and various funding partners.
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 Organisation in the manner indicated by the Trust.
Grantholder and Grantholders	the principal applicant and any coapplicant, as specified in the Award Letter.
Intellectual property (IP)	includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how.
Organisation or Institution	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 or Grantholders.
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

a form that must be completed by the Organisation and submitted to the Trust that sets out:

- 1) actual expenditure by the Organisation during a particular period on a particular Trust grant or (in the case of Organisation Spend Reports) on all active Trust grants held by an Organisation; and
- 2) any further information that the Trust requests from the Organisation.

Trust

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).

Trust-funded IP

intellectual property that is, or has been, created, exemplified or developed (whether in whole or in part) from the research that the Trust funds. 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.