



CONDITIONS UNDER WHICH A GRANT IS AWARDED

1. General

- 1.1. These Grant Conditions, together with the Award Letter set out the terms and conditions on which the Grant is made. These should be read in conjunction with the Award Letter or other written offer of a grant.
- 1.2. Before making an application the applicant should ensure that the Grant Conditions are acceptable. The Institution must ensure that the Grant holders and other individuals supported on the Grant comply with these Grant Conditions. In signing up to the Grant Conditions you are deemed to have accepted its contents.
- 1.3. The PSP Association requires that the Grant holder(s) will use their best endeavours to complete the Project within the agreed period and the overall grant awarded and will make no material change to the description of the Project without prior approval of The PSP Association.
- 1.4. If the Project does not commence within 12 months of the offer by The PSP Association, The PSP Association reserves the right to withdraw the offer.

2. Research Governance/Best Practice

- 2.1. It is the responsibility of the Institution to ensure that the research is undertaken within a framework of best practice. Particular requirements are to ensure that all necessary permissions are obtained before the research begins, and that the roles and responsibilities among the research team and with any collaborators are clearly defined. The PSP Association expects research to be conducted in accordance with the highest standards of scientific integrity and research methodology.
- 2.2. The Institution must ensure that it has a procedure for the prevention and identification of research misconduct, such as plagiarism or falsification of data. The Institution must ensure that it has arrangements for investigating and resolving allegations of misconduct. Where an allegation is made The PSP Association must be informed immediately and notified of the outcome.
- 2.3. Potential conflicts of interest in research must be declared and managed, as part of the Institution's governance procedures.

3. Use of funds

- 3.1. Funds are cash limited and the Grant is made on the understanding that its value will not be increased, except as stated in these Grant Conditions.
- 3.2. Funds are provided for a specific research project. Under no circumstances may funds be used to meet costs on any other project or activity.
- 3.3. The transfer of funds between budget headings is not permitted without prior written approval from The PSP Association.

4. Data Protection

- 4.1. The PSP Association is responsible for ensuring that any 'Personal Data' (as defined by the Data Protection Act 1998) it supplies to the Institution has been collected within the terms of the same. The Institution agrees to process the data in accordance with lawful and reasonable written instructions provided by The PSP Association.

5. Status

- 5.1. It is a condition of the Grant that Senior Fellows should be granted the status and responsibilities of a Lecturer or Senior Lecturer, as appropriate, in the department in which s/he is employed.
- 5.2. Clinical Fellows should hold an honorary clinical contract at the appropriate level.
- 5.3. In the case of Senior Clinical Fellows, for investigative work they should, in accordance with their clinical contract, have practical control of a number of patients.
- 5.4. For all Fellows, routine clinical and/or teaching duties should not occupy more than six hours a week.

6. Limitations of The PSP Association's liability

- 6.1. When The PSP Association makes a grant, it reserves the absolute right, without notice, to terminate it. In such a case The PSP Association will reimburse the host Institution for expenditure properly incurred under the Grant up to the termination date, but will not in any event be responsible for, nor indemnify the host Institution against, any of the matters referred to in this document.
- 6.2. The PSP Association accepts no responsibility, financial or otherwise, for the expenditure (or liabilities arising out of such expenditure) or liabilities arising out of work listed in the Award Letter or the Grant Conditions.

7. Scientific Integrity

- 7.1. The Institution is solely responsible for the investigation of suspected scientific fraud in connection with the Grant. The Grant is conditional on the Institution providing evidence of procedures for managing allegations or findings of scientific fraud.
- 7.2. If a case of scientific fraud is suspected in the course of research then The PSP Association should be notified and kept informed of further developments. At the initial stages of the enquiry The PSP Association would not normally suspend the Grant. However, if adequate steps are not taken to proceed with the investigation, The PSP Association will suspend the Grant. If fraud is proven, The PSP Association will terminate the Grant immediately and reserves the right to request a refund of any prior payments.

8. Intellectual property

The provisions of this clause 8 shall apply to the Project and, unless stated otherwise in a particular Annex, shall apply to all work carried out under the Grant Conditions.

8.1. **Foreground Intellectual Property**

- 8.1.1. Subject to the provisions of this clause 8, The PSP Association shall own the Results and all Foreground IP generated by the Institution and/or The PSP Association (whether solely or jointly) in the course of work under the Project. The Institution shall at the request and reasonable expense of The PSP Association take all such steps and execute all documents as The PSP Association may reasonably require to vest title to the Results and Foreground IP in The PSP Association.
- 8.1.2. The PSP Association shall grant the Institution a non-exclusive, royalty-free licence to use the Results and Foreground IP for its own research purposes only.
- 8.1.3. The Parties shall consult with one another in relation to the protection of Foreground IP.

8.2. **Background Intellectual Property**

- 8.2.1. Background IP brought to the Project by a Party shall remain the property of that Party and may be used by the other Party only for the purposes of carrying out work under the Project.
- 8.2.2. Except as provided in the Grant Conditions, no right or licence to a Party's Background IP is granted under the Grant Conditions.

8.3. **Protection of IP**

- 8.3.1. No employee or sub-contractor shall be employed or engaged by the Institution to undertake work comprised in the Project unless such person has entered into a binding agreement that all IP relating to the work undertaken shall vest in the Institution.
- 8.3.2. The Institution shall be entitled to commercialise such Results and/or Foreground IP, whether by licensing or otherwise, and The PSP Association shall grant the Institution such licence as it reasonably needs for this purpose, provided that such commercialisation is not in direct competition to any products or services offered by The PSP Association. Such licence shall include provision for the payment by the Institution to The PSP Association of a reasonable royalty to be agreed between the Parties.
- 8.3.3. As a condition of granting a licence, The PSP Association will require the Institution to accept the standard revenue- and equity-sharing terms of The PSP Association in force at that time.
- 8.3.4. If the Institution wishes to use any third party to carry out its obligations under this clause, then it must provide details of the proposed third party to The PSP Association and obtain prior written approval to such third party carrying out exploitation activities with respect to Foreground IP.
- 8.3.5. The Institution shall keep full and accurate records in relation to any conversations arrangement under this Clause 8.

9. Freedom of Information

- 9.1. The Institution is subject to the requirements of the Code of Practice on Access to Government Information (2nd edition) (and any re-enactments of the same) and the Freedom of Information Act 2000 ('the FOIA') (and any subordinate legislation, codes of practice and guidance notes issued in respect of the FOIA).
- 9.2. In the event that the Institution receives a Request for Information (as defined in the FOIA) in respect of any part of the Grant, the Institution shall notify and consult with The PSP Association on the requirement to respond. The parties shall assist and cooperate with one another to determine which parts of the Information (if any) are required to be disclosed by law under the FOIA and which parts of the Information (if any) are exempt from the requirement to disclose under the FOIA.

10. Ethics

- 10.1. Where a project includes clinical trials or investigations involving human subjects or biological samples the Grant holder must act in accordance with the Medical Research Council's latest guidelines on investigations on human subjects and submit evidence of approval by the local Ethical Committee together with their application. Once awarded, grants will not be activated until we have documentation to show that local Ethical Committee approval has been granted.

11. Use of animals

- 11.1. The PSP Association accepts that the ethical and humane use of animals is essential in medical and scientific research to further the treatment, prevention and cure of disease. The PSP Association would like to discourage the use of ascetic animals in the production of monoclonal antibodies and to encourage all grant applicants to consider alternatives to animals for their research. Home Office regulations must be strictly observed and The PSP Association requires an assurance that any research involving animals will be conducted accordingly. The following conditions apply:
 - 11.1.1. The daily care and handling of animals will be carried out by appropriately trained individuals.
 - 11.1.2. The experimental procedures on the animals will be carried out by a competent research worker holding the appropriate Personal and Project Licences.
 - 11.1.3. Live animals should be used only when no alternative is possible.
 - 11.1.4. Any procedure using animals should be designed to produce necessary information and should use the minimum number of animals with good scientific practice.
 - 11.1.5. Suitable anaesthesia must be used for any surgical procedure.
 - 11.1.6. Care following experimental procedures must minimise or relieve discomfort.
 - 11.1.7. Use of animals must avoid unnecessary suffering and must cease if continuation would result in unnecessary pain or fear.
 - 11.1.8. Animals must be destroyed by methods within Home Office regulations. See for information: <http://www.homeoffice.gov.uk/science-research/animal-testing>
 - 11.1.9. Home Office Licence number(s) are required, if applicable.

- 11.1.10. The PSP Association must be informed of any changes in the types of animals used during the period of the Grant and prior approval must be sought for any changes.

12. Accounting

- 12.1. Expenditure on the Grant must be governed by the normal standards and procedures of the Institution.
- 12.2. Payments will not be made on the Grant until the Institution has formally accepted the Grant Conditions and returned the signed Agreement.
- 12.3. Payments will normally be made quarterly in arrears on receipt of an invoice. Where other payment arrangements apply they will be outlined in the Letter of Award. The Institution is required to inform The PSP Association of the project's start date. Failure to notify The PSP Association of the project's start date will result in non-payment of submitted invoices. The PSP Association cannot be held responsible for any expenditure in excess of the level of funding agreed.
- 12.4. The Institution must maintain separate accounting cost codes specific to individual grants and all costs and income relating to the Grant must be accounted to through that cost code.
- 12.5. The Institution must submit an annual financial summary and a financial summary at the end of the Grant Period. This summary should compare the actual expenditure and the amount paid by The PSP Association with an explanation for any variances.
- 12.6. The PSP Association will seek reimbursement in the event of overpayment or under-spend in relation to any grant made to the Institution.

13. Transfer of a grant

- 13.1. A Grant holder wishing to transfer the Grant to another Institution within the UK which is eligible to receive funding from The PSP Association should obtain prior written approval from The PSP Association in the first instance. Approval by The PSP Association for the transfer of a Grant will not be given until evidence has been provided to The PSP Association demonstrating that all facilities necessary to fulfil the Grant will be made available at the new Institution. The funding of those salaried personnel who do not wish to transfer shall automatically cease. The post will remain should a co-applicant move to another Institution during the tenure of a Grant. Therefore, the Grant may not be transferred with the co-applicant. The PSP Association will not reimburse any additional expenses incurred as a result of transferring a Grant.
- 13.2. Agreement must be provided, in writing, by the Institution and the proposed Institution with the latter agreeing to the Grant Conditions before the transfer may take place.

14. Applicability and revision

- 14.1. Grants awarded by The PSP Association are subject to the Grant Conditions accepted at the time. The PSP Association reserves the absolute right to change the Grant Conditions from time to time. If, for any reason, during the tenure of the Grant an amendment is made to the Grant, The PSP Association reserves the right to apply the then current Grant Conditions at the time of the amendment.

15. Equipment

- 15.1. Any apparatus provided is loaned to the department in which the investigator works, solely for the benefit of his research and for use solely in medical research, diagnosis and treatment. Should the principal investigator move to another Institution during the tenure of the Grant, The PSP Association reserves the right to require that the equipment be transferred with him after discussion with the Institutions concerned. If s/he moves to another Institution within three years of the termination of a grant and wishes to take the equipment, The PSP Association reserves the right to require that the equipment be transferred.

16. Employment of staff

- 16.1. The PSP Association does not act as an employer with respect to the Grant and therefore, in all cases where support is provided for the employment of staff, the Institution undertakes to issue a contract of employment. The PSP Association will not be responsible for claims under any statute or common law, nor will it indemnify the Institution against any claim for compensation or against any claims for which the Institution may be liable as an employer.
- 16.2. Tenure of appointment of staff recruited for work under a grant must be confined strictly to the period of the Grant, unless the host Institution wishes to retain the staff beyond this period for its own purpose, and at its own expense.

17. Employment of other staff

- 17.1. In cases where the Research Assistant, or other staff are not identified in the application, or if the nominated individual(s) fails to take up the appointment, The PSP Association will wish to see the curriculum vitae (CV) of the proposed holder(s) of the post(s). If the first occupant(s) of the post(s) leaves, The PSP Association will wish to be kept informed of subsequent post holders, with CVs.
- 17.2. In cases where staff are employed under a grant, no increase in salary (other than normal increments budgeted for in the grant application) may be made without The PSP Association's agreement.

18. Reports and presentations

- 18.1. Grant holder(s) are required to submit an Annual Report within two weeks of each anniversary of the Project. The Annual Report should detail progress against the objectives outlined in the original application for grant funding. The PSP Association reserves the right pending receipt of an Annual Report to suspend the payment of any sum(s) due under the Grant. An Annual Report Form can be downloaded from The PSP Association's website.
- 18.2. Grant holder(s) must submit a Final Report within six weeks of the end of their support. The PSP Association reserves the right pending receipt of the Final Report to withhold the payment of any outstanding sum(s) due under the Grant. Failure to submit a Final Report will entitle The PSP Association to refuse further grant

requests. A Final Report form can be downloaded from The PSP Association's website.

- 18.3. Grant holder(s) will be asked to speak about their research at meetings and events held by The PSP Association.
- 18.4. Grant holder(s) are required to submit a lay summary of their Project for use by the charity in its publications and on its website. The PSP Association reserves the right pending receipt of a lay summary to withdraw the Grant.
- 18.6. Grant holder(s) may be asked to write a short article for *PSP Matters*, the lay magazine of The PSP Association.

19. Extensions

- 19.1. The PSP Association will be willing to consider a request for a no extra cost, time-only extension for a period of up to one year. This would extend the duration of the Grant and set back the Grant end date. These requests must be submitted, in writing, at least six weeks before the official end date. Requests submitted after this date will not be considered.
- 19.2. All requests should be accompanied by a scientific justification. This should include progress of the work to date, details of the work to be undertaken in the period of the no-cost extension and confirmation of the revised end date.

20. Publication of results

- 20.1. Grant holders must disseminate the results of the research in the usual manner, for example, by publication and presentation at meetings, subject to the requirements for Intellectual Property rights, appeals and other matters that might require publication to be delayed. Whilst The PSP Association requires a pre-print of publications, it cannot accept responsibility for the validity of the results nor for any statements made by the authors in the publication. The PSP Association requires that, prior to publication, all research results are subject to the Institution's standard procedures for ensuring both the validity of the research results and the suitability of the research for general publication.

21. Acknowledgement of support

- 21.1. In any oral or written report of work carried out under The PSP Association's grant the author must acknowledge the support of The PSP Association and provide the Grant reference number in the following format:

This work was supported by The PSP Association [grant number xxx].

22. Publicity

- 22.1. The PSP Association reserves the right to use data or other material from projects which it funds as part of its appeals or publicity activities.

- 22.2. All disclosures of information regarding research funded by The PSP Association to the media must be channelled through The PSP Association's Director of Research and its Public Relations and Press Team.
- 22.3. Grant holders should send copies of all manuscripts at the point of acceptance for publication to The PSP Association's Director of Research at PSP House, 167 Watling Street West, Towcester, Northamptonshire NN12 6BX. This should include a note about likely publication date and some indication of the significance of the work. Papers on work either wholly or partly funded by The PSP Association should be included. If important work is submitted to journals such as Nature with a rapid turn-around time, Grant holders should inform The PSP Association in advance of the paper's acceptance for publication.
- 22.4. The Institution is required to advise The PSP Association's Public Relations and Press Team of any publicity releases which it proposes to make based on research funded by The PSP Association.

23. Termination

- 23.1. Either Party may terminate the Project under these Grant Conditions by giving at least 30 days written notice to the other Party.
- 23.2. Termination shall not affect any accrued rights of either Party, including without limitation the terms of clause 8 and the right to use any products or findings generated prior to termination.
- 23.3. Upon termination The PSP Association shall pay for all work satisfactorily completed and for any commitments or expenditure directly incurred by the Institution which are reasonably and properly chargeable by the Institution in connection with the Grant Conditions. The PSP Association shall be entitled to a refund of any overpayments.

24. Governing law and jurisdiction

- 24.1. The validity, construction and performance of these Grant Conditions shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties hereby submit, except that either party may seek an interim injunction in any court of competent jurisdiction.