



THE GUY FOUNDATION

The Guy Foundation

Research Grant Terms and Conditions

1 INTRODUCTION

1.1 These Terms and Conditions, together with the Award Letter and Application, set out the terms and conditions on which the Grant is made by The Guy Foundation to the Host Institution and Grantholder.

2 DEFINITIONS

Acceptance Form means the form which is sent to the Grantholder with the Award Letter. Signing of the Acceptance Form denotes acceptance of the Agreement by the Grantholder, Host Institution, co-applicant(s) and Collaborator(s).

Application means the application for funding submitted to the Foundation by the Grantholder.

Arising Intellectual Property means all Intellectual Property developed during the Project using the Grant.

Award Letter means the letter from the Foundation to the Grantholder specifying the Grant title, amount awarded, the duration of the Grant and any additional terms and conditions.

Background Intellectual Property means intellectual property owned or controlled by a Party created prior to the Project or independently of the Project, which is required for the Project.

Foundation means The Guy Foundation which is the operating name of The Guy Foundation Family Trust. The Guy Foundation is a charitable foundation registered in England and Wales (no 1178782).

Collaborator means a person who makes a significant material or intellectual contribution to the Grant.

Agreement means the agreement between the Grantholder, the Host Institution and the Foundation which is made up of the Application, Award Letter, these Terms and Conditions and the Acceptance Form.

Directly Allocated Costs means the costs of resources used by a Grant that are shared by other activities and based on estimates (eg principal and co-applicant costs, estates costs).

Directly Incurred Costs means the costs that would only be incurred if the Grant were to go ahead. They include salaries for staff dedicated to the project, consumables, equipment, etc.

Grant means the funding made pursuant to and described in the Award Letter, to be used for the Project.

Grantholder means the principal applicant who is named on the Award Letter and who has responsibility for the intellectual leadership and overall management of the Grant.

Host Institution means the university, hospital or academic/not-for profit research institution which is the Grantholder's employer.

Indirect Costs means the non-specific costs charged by host institutions across all grants that are based on estimates (eg HR and finance services, library costs).

Intellectual Property means any and all intellectual property rights anywhere in the world whether registered, are registerable or otherwise, including but not limited to patents, trade marks, registered designs, domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights and know-how.

Parties means the Foundation and the Host Institution collectively.

Party means either the Foundation or Host institution.

Partner Institution means an organisation collaborating with the Host Institution, and receiving (directly or indirectly) funds under the Grant.

Premises means all research facilities where the Research is conducted.

Research Personnel means the Grantholder and the person or persons working under his/her supervision (including students, visitors and subcontractors).

Project means the research and investigation which is the subject of the Grant.

Start Date means the date on which the first person is appointed or, where no staff are involved, the date when the first purchases are made.

Terms and Conditions means the conditions set out in this document.

3 RESPONSIBILITIES IN RESEARCH PRACTICE

3.1 Employment

3.1.1 The Foundation does not act as an employer with respect to the Grant, and therefore, in all cases where support is provided by the Grant for the employment of staff, the Host Institution or its permitted subcontractor(s) must issue a contract of employment for such staff in compliance with the relevant laws and regulations.

3.1.2 The Grantholder must be employed by the Host Institution and have their salary guaranteed for the term of the Grant. The Grantholder agrees to be actively engaged on the Grant.

3.1.3 The Foundation will not be responsible for, nor will it indemnify the Host Institution against, any claim for redundancy, compensation, dismissal or discrimination or any other claims for which the Host Institution or any permitted sub-contractor may be liable as an employer or otherwise.

3.1.4 The Host Institution must ensure that all permanent and temporary staff and students employed or involved in the work funded by the Grant receive training appropriate to their duties, in accordance with any applicable legal or regulatory requirements.

3.1.5 The Host Institution must ensure that appropriate Premises are available to house the Research Personnel and all equipment used in the Project is fully maintained, kept in an appropriate and safe state of repair and properly serviced for the duration of the Grant. The Host Institution must comply with and perform all obligations and duties at law (including all health and safety legislation) in respect of the Premises.

3.2 Project management

3.2.1 It is the responsibility of the Host Institution and Grantholder to ensure that all parties, including co-applicants, Collaborators, supervisors, and staff employed on the Foundation's grant comply with the Terms and Conditions.

3.2.2 The Host Institution must hold appropriate policies of insurance covering personal indemnity, public liability, and employer's liability and shall maintain such insurance policies throughout the Grant.

3.2.3 The Host Institution must ensure proper financial management of the Grant.

3.2.4 The Host Institution must ensure that the Grant is used for the purposes for which it was awarded. Any plan to diverge from the aims outlined in the Application requires prior written agreement from the Foundation. In the event the Project is terminated early, the Foundation must be notified in writing.

3.2.5 The Host Institution must ensure that sufficient resources are dedicated (as specified in the Application) to support the Project under the Grant.

3.2.6 The Host Institution must notify the Foundation if there is any change in status, or of Research Personnel, that may affect its eligibility to hold the Grant.

3.2.7 The Foundation will not act as a research sponsor. Where necessary, the Host Institution must make arrangements for a research sponsor in line with current regulation and best practice.

3.2.8 The Foundation acknowledges that the Host Institution is subject to the Freedom of Information Act (and any other subsequent and relevant legislation). If the Host Institution receives a request for information in respect to any part of the Grant, the Host Institution must notify the Foundation before a response is made.

3.2.9 It is the responsibility of the Grantholder and the Host Institution to adhere to the Data Protection Act (and any other subsequent and relevant legislation and guidance) and to take all appropriate safeguards with data, in line with the policies of the host institution, or the law, which ever provides the highest level of data subject rights.

3.2.10 The Host Institution and Grantholder will use reasonable endeavours to perform the Project but do not undertake that the Project will lead to any particular result, and does not guarantee a successful outcome.

4 RESEARCH INTEGRITY

4.1 Scientific conduct

4.1.1 The Grantholder and the Host Institution shall adhere to the highest standards of integrity and good scientific practice.

4.1.2 The Host Institution must make reasonable efforts to introduce measures to mitigate the risk of incidences of scientific misconduct occurring.

4.1.3 The Host Institution must have in place formal written procedures for the handling of allegations of research misconduct should they arise.

4.1.4 It is the responsibility of the Host Institution to inform the Foundation, in confidence, at the earliest opportunity, about allegations, progress of the investigation and the investigation outcome of research misconduct that concern The Guy Foundation funded researchers. At the initial stages of the enquiry, the Foundation would not normally suspend the Grant. However, if adequate steps are not taken to proceed

with the investigation, the Foundation reserves the right to suspend the Grant. If fraud is proven the Foundation will terminate the Grant immediately.

4.1.5 Plagiarism at any stage of the Application or Grant will be considered as fraud and the Host Institution will be required to investigate the matter when requested to do so by the Foundation.

4.2 Conflicts of interest

4.2.1 The Host Institution is responsible for managing conflicts of interests ensuring:

4.2.2 Any relationship between the Host Institution, Researcher Personnel and commercial organisations shall be appropriate and not unduly benefit the commercial organisation or influence the Research.

4.2.3 The Foundation is notified of any conflicts which may be relevant to the Grant.

4.3 Ethical and legal frameworks

4.3.1 The Host Institution must ensure that before the Grant commences and during the term of the Grant, all the necessary legal and regulatory requirements, including any necessary or appropriate ethical approval, in order to conduct the Project are met. This includes obtaining all licences and approvals. The Host Institution accepts full responsibility for ensuring that any such approvals are in place at all relevant periods of the Grant.

4.3.2 Any procedure that involves the removal/collection, retention and disposal of human organs and tissue from live donors or at post-mortem should be approved and undertaken in line with any applicable legislation and guidance.

4.3.3 All researchers are expected to follow best practice principles and guidelines such as those set out by the UK MRC's Good Research Practice <https://mrc.ukri.org/publications/browse/good-research-practice-principles-and-guidelines/>

5 GRANT ADMINISTRATION

5.1 Grant award

5.1.1 The Foundation will reimburse Directly Incurred Costs relating to the Project described in the Application for which the Grant is awarded. The Foundation does not pay Directly Allocated Costs or Indirect Costs unless specifically requested in the Application and approved.

5.1.2 The Host Institution will be responsible for any expenditure on the Grant in excess of the funding stipulated in the Award Letter.

5.1.3 An Acceptance Form must be signed by the Grantholder and the Host Institution on behalf of themselves and all co-applicants and Collaborators, and returned to the Foundation by the Host Institution within six weeks of the issue of the Award Letter.

5.1.4 By signing the Acceptance Form, the Grantholder and the Host Institution enter into the Agreement with the Foundation and agree to these Terms and Conditions, in addition to any conditions specific to the Grant in the Award Letter.

5.1.5 The Grantholder must confirm the Start Date within three months of the Grant being awarded. If the Grant has not started within six months of the issue of the Award Letter, the Foundation reserves the right to withdraw the Grant.

5.1.6 The Grant will terminate at the end of the time period specified in the Award Letter. Requests for extensions must be made to the Foundation in writing at least two months prior to the scheduled end date.

5.2 Grant management – Finance

5.2.1 The Host Institution shall submit invoices for reimbursement of expenditure quarterly in arrears. Invoices should detail expenditure in **CURRENCY AS PER RESEARCH APPLICATION**.

5.2.2 All invoices submitted to the Foundation should be made in accordance with the funds requested in the Application or amended financial schedule where approval of a Grant was subject to revision. Invoices should be broken down into the categories used in the research application, as follows: staff costs, equipment, consumables, and other costs.

5.2.3 Requests for virements between categories must be made in writing to the Foundation.

5.2.4 If the Grant is under-budget at completion, excess monies shall belong to the Foundation.

5.2.5 Where any amounts paid by the Foundation exceed the amounts justified or the Grant has not been used in accordance with the Terms and Conditions, the Foundation will recover the sum in question on whatever terms it may specify. The Guy Foundation may recover sums owed to it by offsetting them against any other sums (including grant payments) owed to the Host Institution.

5.2.6 At the request of the Foundation, the Host Institution and/or its external auditors shall provide written confirmation that the Grant has been used for the purpose for which it was awarded and that the costs incurred meet the conditions of the Grant. On request, the Host Institution shall also make the necessary arrangements to enable the Foundation and its agents to visit the Host Institution to discuss the administration and accounting of its awards and, if necessary, to conduct its own audit of the Grant or the activities funded. For this purpose, the Foundation and its agents and advisors may inspect and take copies of all relevant books of accounts and records. Where elements of expenditure under the Grant have been subcontracted, the Host Institution should ensure that the right of access extends to the accounts, records, equipment and facilities of any subcontractor relevant to the Grant.

5.3 Grant management – Salary allocation

5.3.1 Salary allocation may be used to fund salary, the employer's national insurance contribution, the employer's pension contribution which will not be higher than the rate routinely used by the Host Institution, and other mandatory employer benefits such as health insurance. It must not be used to offset any prior under funding of the pension scheme.

5.3.2 Annual pay increments, as determined by the national academic or clinical pay scales, will be honoured by the Foundation if such increments are included in the Application. The Foundation does not normally meet any other salary increases such as merit awards, promotions or salary enhancements nor additional costs arising from appointments made at a higher level than was specified in the Application.

5.3.3 The Host Institution is responsible for advertising posts and must meet recruitment-associated costs. All advertisements for staff should indicate that the Project is funded by The Guy Foundation.

5.3.4 In the event of maternity, paternity, adoption or sick leave being taken, salary allocation may only be used as cover for the vacant position, rather than for benefit payments for the staff member taking an extended period of leave. It is the responsibility of the Host Institution to cover these costs regardless of the fact that the staff member's salary is paid from the Grant.

5.3.5 The Grantholder must notify the Foundation when the situation for long term leave arises. Any unspent salary allocation for the post after long term leave has been paid may be used to employ temporary cover.

5.4 Grant management – Equipment

5.4.1 Funds for equipment are awarded on the understanding that only those items specified in the Application may be purchased. Should any of these items be purchased using alternative sources of funding, it is not possible to re-allocate the monies for a specified item to another piece of equipment without first obtaining written permission from the Foundation.

5.4.2 The Host Institution must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant is acquired by the Host Institution in accordance with these procedures. The Foundation will not accept any liability to pay VAT due to any failure of the Host Institution to claim relief on qualifying equipment.

5.4.3 Equipment purchased through the Grant is awarded to the Host Institution specifically for the purpose of the Grantholder's research. The equipment must be used primarily for the Project during the lifetime of the Grant.

5.4.4 The Foundation will not pay any access charges for use of equipment funded by a Guy Foundation grant.

5.4.5 The Host Institution must ensure that the equipment funded by the Grant is appropriately insured and maintained throughout its useful life.

5.4.6 The Host Institution is responsible for all costs of installation, maintenance, repairs, insurance etc of equipment purchased as part of the Grant for the duration of the Project.

5.4.7 If any equipment funded under the Grant is lost, damaged or destroyed during the life of the Grant, the Host Institution will be required to repair or replace it at its cost.

5.4.8 On completion of the Project the Foundation reserves the right to require the Host Institution to loan any equipment purchased using the Grant to another charitable or public institution, free of charge (except reasonable transportation costs, insurance etc).

5.5 Grant management – Transfer

5.5.1 If the Grantholder would like to transfer the Grant to another institution, and the institution agrees, or the current Grantholder/Host Institution would like to transfer the award to a new Grantholder, any such transfer will be subject to prior written approval from the Foundation. Transfers are only permitted to institutions within the US or Europe that are able to demonstrate to the Foundation's satisfaction the ability to support the Project during the tenure of the Grant. The new Host Institution/Grantholder must agree to abide by the Terms and Conditions.

5.5.2 If the Grantholder transfers to another institution during the Grant, the Foundation reserves the right to require that the equipment funded by the Grant is transferred with him/her.

5.5.3 The Foundation will not pay any additional costs resulting from such a move.

5.6 Grant management – Reporting and use of information

5.6.1 The Grantholder must provide the Foundation with written progress reports on a quarterly basis. The Foundation reserves the right to request more frequent reports and the Grantholder shall use reasonable endeavours to comply with such requests. If sufficient progress is not demonstrated in the reports, the Foundation may request a meeting with the Grantholder and the Grantholder shall use reasonable endeavours to comply with such requests.

5.6.2 Within three months of the end date of the Grant the Grantholder must submit a final, written report to the Foundation. The format of the report will be agreed in advance between the Grantholder and the Foundation.

5.6.3 One year after the end date of the Grant the Grantholder must submit a follow-up report, the purpose of which is to detail Project outputs that have arisen since the completion of the Grant. The format of the report will be agreed in advance between the Grantholder and the Foundation.

5.6.4 The Host Institution will provide an up-to-date financial spend report on request by the Foundation (not more than once per year).

5.6.5 The Foundation reserves the right to withhold payment of invoices if the Grantholder does not submit reports on time. Failure to submit reports on time may also debar the Grantholder from applying for further Foundation grants. The Foundation maintains the right to retain up to 10% of the total budget and will only pay the final invoice when the Grantholder has returned a completed final report.

5.6.6 If the Grantholder or the Host Institution designates any of the information submitted under sections 5.6.1 or 5.6.2 as confidential, the Foundation shall keep it confidential until the Grantholder or the Host Institution advises the Foundation that it is no longer confidential or until it is in the public domain, whichever is earlier.

5.6.7 Selected information on awarded grants including the Grantholder's name, Host Institution, Grant title, abstracts, duration and value of support will be placed in the public domain on the Foundation's website and/or used by the Foundation in publications and marketing.

6. INTELLECTUAL PROPERTY (IP)

6.1 The Foundation is under an obligation to ensure that the results of Projects that it funds are applied for the public good.

6.2 All Background Intellectual Property and any non-severable improvements shall remain the sole and exclusive property of the Party introducing it. No Party shall be deemed to have any right or licence to use or access any other Party's Background Intellectual Property, except as expressly set out in this Agreement.

6.3 The Host Institution shall own Arising Intellectual Property developed in the course of the Project and must follow reasonable procedures for the identification, protection, management and commercialisation of Foundation-funded Arising Intellectual Property. Subject to 6.4 the Host Institution must ensure that all co-applicants and Collaborators assign Foundation-funded IP to the Host Institution.

6.4 The Host Institution may allow those Collaborators who provide access to proprietary materials (including Background Intellectual Property) essential to the conduct of the Project and which cannot reasonably be obtained from another source to own, co-own or have rights to use the specific Foundation-funded Arising Intellectual Property arising directly from the use of such materials. The Host Institution must ensure that the arrangements it puts in place with these Collaborators only grant ownership or rights which are reasonably proportionate to their contribution, do not unreasonably restrict or delay the publication of the outcomes of the Project, and allow the commercialisation of Foundation-funded Arising Intellectual Property in line with the Foundation's position.

6.5 When commercialising Arising Intellectual Property developed in the course of the Project the Host Institution must prioritise the delivery of public benefit, with no excessive private or personal benefit(s). The Host Institution must also a) obtain the written consent of the Foundation (not to be unreasonably withheld) before beginning commercialisation b) report fully on the commercialisation activities via a consolidated IP and commercialisation report; and c) enter into a Foundation revenue and equity sharing agreement in place at that time as consideration for the Foundation consenting to commercialisation. The Foundation's revenue and equity sharing position is that the Foundation will usually take a standard share of 25% of the revenue and equity received by the Host Institution from the development or

commercialisation of Foundation-funded Arising Intellectual Property. Different arrangements may apply, for example if the Foundation provides significant follow-on funding to a Grant award.

6.6 If the Host Institution does not protect, manage or commercialise any Arising Intellectual Property to the reasonable satisfaction of the Foundation, then the Foundation will have the right by giving the Host Institution six months' written notice to protect, manage and commercialise the Arising Intellectual Property on behalf of the Host Institution. The Foundation may exercise this right sooner where it reasonably considers that the opportunity to protect, manage or commercialise the Foundation-funded IP for the public benefit could be lost if more immediate action is not taken. The Host Institution agrees to do, and will ensure that the Grantholder and any Partner Institutions do, all acts required to assist us in such protection, management and commercialisation.

6.7 Foundation-funded IP must not be used solely to block further research and development by others, either actively or passively. The Foundation expects registered IP to be abandoned if there is no credible plan to commercialise it and if it presents a barrier to other researchers.

7 PUBLICATION, PUBLICITY AND ENGAGEMENT

7.1 Publication

7.1.1 The Foundation requires the Grantholder to promulgate the results of the research that it funds in the usual manner, for example by publication and by presenting at meetings. This includes confirmatory, replication and negative result studies. The Foundation has the right to require publication to be delayed to meet reasonable requirements for the protection of Intellectual Property rights and other matters, but this will not be applied unnecessarily.

7.1.2 The Grantholder must seek to adhere to best practice principles on open access publishing. On acceptance for publication, a copy of the final manuscript of all peer-reviewed research papers supported in whole or in part by a Grant should be deposited in an open access archive, to be made freely available within six months of publication.

7.1.3 The Grantholder shall submit to the Foundation, in advance of publication, an electronic copy of each paper which relates to the Grant both during and after the end of the Grant.

7.2 Acknowledgement of support

7.2.1 In any oral or written report or poster presentation of results or other references relating to the Research, the author must acknowledge the Foundation's support. Research Personnel should acknowledge that their Project has been supported by the Foundation using the format "This study was funded by The Guy Foundation".

7.3 Publicity and engagement

7.3.1 The Grantholder and the Host Institution are obliged to co-operate with the Foundation over any publicity arising from the Grant. The Grantholder and the Host Institution are required to contact the Foundation prior to any publicity releases.

7.3.2 There is a subtle but important difference between speaking as a 'Guy Foundation-funded scientist' and acting as a spokesperson for the Foundation, which researchers are not authorised to do. Research Personnel who speak to the media must ensure that their personal views are not misrepresented as being attributable to the Foundation.

7.3.3 The Foundation reserves the right to use data or other material from the Grant as part of its publicity or other activities.

7.3.4 The Grantholder will be asked to host, or contribute to, engagement activities (such as hosting a project visit, speaking at meetings and events etc) during the Grant as agreed with the Foundation.

8 LIMITATION OF LIABILITY

8.1 The Foundation accepts no responsibility for costs or liabilities incurred in connection with the Project other than those costs specifically set out in the Agreement.

8.2 The Foundation takes no responsibility for expenditure incurred before the Grant is activated or after the Grant has been closed.

8.3 The Host Institution is liable for and hereby indemnifies the Foundation against any costs, claims or liabilities suffered or incurred by the Foundation as a result of any action, claim or complaint brought by a third party against the Foundation arising out of, associated with, or otherwise in connection with the Research. Such liabilities and indemnities shall be in aggregate and limited to the value of this Contract.

8.4 For clarity, the Foundation is not liable for loss or injury caused or deemed to be caused by the use or misuse of any equipment funded under the Grant.

9 VARIATION AND TERMINATION

9.1 All grants awarded by the Foundation are subject to the terms and conditions that apply at the time the Grant is awarded and any subsequent amendments. The Foundation reserves the right to amend these Terms and Conditions, those of the Award Letter and the policies for grants. Any changes to terms in the Award Letter shall be notified by writing to the Host Institution and/or the Grantholder.

9.2 The Foundation reserves the right to withhold or suspend the Grant with immediate effect.

9.3 The Foundation reserves the right to terminate the Grant without notice; however, it shall endeavour to give at least thirty (30) days prior notice.

9.4 In the event of early termination, the Host Institution shall promptly return to the Foundation any part of the Grant that has not been allocated as at the date of termination.

9.5 The Host Institution (or the Grantholder, if appropriate) must inform the Foundation without delay of any change to the status of the Host Institution that might affect their ability to comply with the Contract.

10. GOVERNING LAW

10.1 The Agreement (including any associated claims or disputes) is governed by English Law, and is subject to the exclusive jurisdiction of the English Courts.