

GRANT CONDITIONS

CONDITIONS UNDER WHICH A GRANT IS MADE



CONDITIONS FOR AWARDS MADE TO INSTITUTIONS OUTSIDE THE UNITED KINGDOM

1. Employment of staff

- (a) The Wellcome Trust (the 'Trust') does not act as an employer and, therefore, in all cases where support is provided for the employment of staff, the host institution (the 'institution') undertakes to issue a contract of employment in accordance with the applicable legislation governing the employment of such individuals. The Trust will not be responsible for any claims whatsoever for which the institution may be liable as an employer or otherwise, nor will it indemnify the institution against any such claims.
- (b) The institution must accept full responsibility for the management, monitoring and control of all the research work funded as the result of this grant and all those staff (permanent, temporary and students) employed in or involved in any research funded as a result of this grant. This includes the requirements of all relevant law and regulatory authorities governing the use of radioactive isotopes, animals, pathogenic organisms, genetically manipulated organisms (GMOs), toxic and hazardous substances, and research on human subjects and human embryos.
- (c) The institution must ensure that all permanent and temporary staff and students employed in or involved in the research receive training appropriate to their duties, in accordance with any legal or regulatory requirements as may apply from time to time. Other training may also be necessary, for instance to support the requirement for management, monitoring and control as described in paragraph 1 (b) above.
- (d) All staff employed as a result of this grant must be recruited in compliance with the institution's requirements and recommendations for good practice in recruitment.
- (e) The Trust expects an individual's annual leave entitlement to be taken within the period of the grant.
- (f) The tenure of appointment of staff recruited for work under a grant must be confined strictly to the period of the grant unless the institution wishes to retain the staff beyond this period for its own purpose, and at its own expense.
- (g) The written approval of the Trust must be sought before any research assistant, or any replacement lecturer for Research Leave Awards, is appointed, either initially or as a replacement. Before the appointment of such a candidate is confirmed, a copy of his/her curriculum vitae and recommendation for salary must be sent to the officer whose signature appears on the formal letter of award. It is the grant holder's responsibility to ensure that this action is taken before the candidate is appointed.
- (h) In cases where staff are employed under a grant, no increase in salary (other than normal increments and national salary awards as they affect basic pay) may be made without the Trust's prior written agreement. The cost of national salary awards will be met by the Trust.

2. Status

It is a condition of the appointment that Wellcome Trust Senior Fellows should be granted the status and responsibilities of a lecturer, senior lecturer, reader or professor, as appropriate, in the department in which he or she is employed. In the case of clinically qualified Senior Fellows engaged in clinical research for the purpose of his or her investigative work, he or she should, in accordance with his or her clinical contract, have practical control of a number of patients. For all Fellows, nonresearch activities such as teaching, clinical work, advisory committees and external consultancies should not occupy, on average, more than six hours weekly.

3. Clinical status

All holders of clinical fellowships, and all clinically qualified research assistants whose research requires contact with patients, must hold an honorary clinical contract, for example as a senior house officer, specialist registrar or consultant.

4. Travel

The Trust makes provision for principal investigators, research assistants and Wellcome Trust Fellows to travel in connection with their research. This provision is detailed in the Trust's formal letter of award.

5. Equipment

- (i) Any equipment provided by this grant is donated to the university department to which the investigator is affiliated, solely for the benefit of the investigator's research and for use solely in medical or veterinary research, diagnosis or treatment ('permitted use'). Any other use of the equipment will require the prior written consent of the Trust.
- (ii) The institution should make every effort to minimise the cost of VAT or other purchase taxes that may arise on goods or services funded by the grant. Institutions in the Republic of Ireland should contact the Health Research Board for advice on VAT.
- (iii) Any loss resulting from payments made for equipment in advance of delivery will be entirely the responsibility of the institution. The institution is responsible for ensuring that any equipment provided by this grant has adequate insurance cover. If the equipment is damaged or destroyed during its useful lifetime, the institution will be required to repair or replace it.
- (iv) When purchasing equipment funded by the Trust, the institution is required to use best procurement practice, applying relevant local standards and taking cognisance of the minimum standards described in the guidance of the UK Joint Procurement Policy Strategy Group (JPPSG) entitled Research Equipment Procurement. (This document is available on the JPPSG website at www.proc-he.ac.uk.) The institution must ensure that grantholders abide by the institution's own procurement policy.
- (v) Without prejudice to paragraph 5(x), should the principal investigator move to another institution during the tenure of this grant, the Trust reserves the right to require that the equipment be transferred with him or her after discussion, as necessary, with the institutions concerned. If he or she moves to another institution within three years of the expiry or termination of a grant (five years if the grant is for equipment only) and wishes to take the equipment with him or her, the Trust reserves the right to require that the equipment be transferred after discussion, if necessary, with the institutions concerned.
- (vi) Paragraph 5(v) does not apply to grants for the purchase of large, multi-user items of equipment which were awarded specifically to provide departmental infrastructure support. If the holder of one of these grants moves to another institution, either during or following the termination of the grant, the equipment will normally remain in the institution to which it was awarded. When this condition applies, it will be detailed in the formal letter of award.
- (vii) In exceptional circumstances, when the Trust funds the purchase of highly specialised items of equipment, further conditions relevant to that particular grant may be detailed in the formal letter of award.
- (viii) The Trust's prior written approval must be obtained should any activity ancillary to the permitted use be carried out using equipment where a charge, either internal or external, is made or where equipment is used for the benefit of a commercial organisation. The Trust's agreement may be conditional and dependent upon it sharing in any financial benefits that result.
- (ix) If any equipment to be used by the recipients of this grant was provided by a previous Trust grant, either to the current investigator or to any other investigator, then the Trust will not be willing to provide funds for usage or access charges for the equipment in question, until after the initial maintenance contract has ended.
- (x) It is the responsibility of the institution to maintain the equipment during its actual useful lifetime. The equipment cannot be disposed of during this period without the Trust's prior written approval.

6. Principal investigators receiving salary support from the grant

- (i) Should a principal investigator whose salary is provided on this grant subsequently obtain salary support from some other source, that salary provision in the grant may not be transferred to any other individual.
- (ii) Other than Trust-funded Senior Fellows, who are allowed to apply to other funding bodies for project grant support, a principal investigator with full-time salary support from the Trust will not normally be allowed to apply to other funding bodies for project support which would be fully or partly concurrent with Trust support.

7. Coapplicants

Should a coapplicant move to another institution during the tenure of a grant, the grant may not move with him or her unless all parties concerned (including the Trust) agree to such a move. The Trust will not expect to incur any additional costs as a result of such a move.

8. Limitations of the Trust's liability

The Trust accepts no responsibility, financially or otherwise, for the expenditure (or liabilities arising out of such expenditure) or liabilities arising out of work other than those specifically listed in the formal letter of award and these Conditions. The control of expenditure to be funded under this grant must be governed by the normal standards and procedures of the institution and must be covered by the formal audit arrangements that exist in the institution.

9. Financial arrangements

- (i) Reimbursement of grant monies will only be made by the Trust upon receipt of claims certified to be correct by an authorised signatory of the institution approved by the Trust. Such a signatory will normally be either the chief finance officer or the chief administrative officer of the institution. Claims must be submitted in a form defined by the Trust (invoices issued by the institution will not be acceptable to the Trust as a claim for grant support). The final claim will only be accepted if it is submitted within six months of the end of the grant period. Claims for equipment must be accompanied by copies of the supplier's invoice.
- (ii) Grants must be activated within 12 months of the scheduled start date stated in the formal letter of award. The Trust reserves the right to withdraw an award which has not been activated within 12 months of the scheduled start date unless formal, written permission for this has been obtained. The Trust reserves the right to terminate an award which is held in abeyance for more than 12 months unless formal, written permission for this has been obtained.
- (iii) The institution should maintain a separate cost code for this grant with an appropriate set of analysis codes. All transactions relating to the grant should be recorded against this code.
- (iv) Claims for reimbursement of the cash expended each quarter should be submitted in arrears. In cases of difficulty, the Trust's Head of Grants Administration should be contacted.
- (v) The Trust reserves the right to ask for confirmation from the external auditors of the institution of the following:
 - (a) that the annual accounts of the institution have been approved by the auditors without qualification;
 - (b) that the management letter from the auditors confirmed that proper systems of internal control were in place, and that there were no matters that did or could significantly affect the administration of grants awarded by the Trust;
 - (c) that this grant has been used for the purpose for which it was awarded.
- (vi) The Trust also reserves the right to ask auditors of its own choice to request confirmation from the external auditors of the institution of amounts paid by the Trust in respect of this grant. In addition, the Trust may, at its discretion and cost, decide to commission a separate audit of this grant and/or the systems used by the institution to administer Trust grants, including the system of equipment procurement and, in so doing, it may or may not seek to use the internal audit function of the institution.

10. Intellectual property and commercial activities

- (i) The Trust is committed to advancing healthcare through its support for biomedical research. As a charity, the Trust is under an obligation to ensure that the useful results of research that it funds are applied for the public good. To meet these objectives, the Trust wishes to encourage and, together with Trust-funded researchers and their institutions, to play an active role in ensuring the protection and exploitation of the intellectual property arising out of the research that it funds. Accordingly, the Trust requires the institution to deal with Technology Transfer at the Trust (Technology Transfer) in all matters related to the protection and exploitation of such intellectual property.
- (ii) Specifically, the Trust requires the institution to:
 - (a) work with Technology Transfer to develop and implement strategies and procedures for the identification, protection and exploitation of all intellectual property created or acquired in connection with a Trust-funded activity (intellectual property includes all inventions, discoveries, technologies, products, data and know-how);
 - (b) notify Technology Transfer promptly when intellectual property that may be of medical or commercial value is created, and ensure that such intellectual property is protected and not published or otherwise publicly disclosed prior to protection (while at the same time ensuring that potential delays in publication are minimised);
 - (c) permit Technology Transfer to have reasonable access to personnel, facilities and information utilised in, or created or acquired pursuant to, a Trust-funded activity or the exploitation envisaged under this paragraph 10;
 - (d) 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 or retained on terms that vest in the institution all intellectual property which is created or acquired by any such person in connection with a Trust-funded activity.

For clarification, strategies and procedures developed jointly as in paragraph 10(ii)(a) may involve implementation by the institution or by Technology Transfer. The institution may request Technology Transfer to conduct such activities.

- (iii) No intellectual property created or acquired in connection with a Trust-funded activity may be exploited in any way without the prior written consent of Technology Transfer, such consent not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any license, sale, assignment, materials transfer or other transfer of rights. As a condition of granting such consent, Technology Transfer may require the institution to agree to terms of exploitation including the sharing of the benefits (such as revenues and equity) arising from the exploitation. Technology Transfer and the institution shall have the right to audit each other's relevant accounts to confirm that there has been an appropriate cost and benefit sharing made in relation to any such exploitation.
- (iv) If the institution does not protect or exploit any such intellectual property in accordance with the jointly agreed strategies and procedures or otherwise to Technology Transfer's satisfaction, Technology Transfer shall have the right, but not a duty, to protect and exploit such intellectual property. Such right shall only be exercised six months after Technology Transfer has given the institution notice in writing requiring the institution to protect and exploit such intellectual property, unless Technology Transfer reasonably considers such intellectual property rights could be lost and more immediate action is required. The institution agrees to do, and will ensure that its employees and students do, all acts required to assist Technology Transfer in such protection and exploitation.

11. Trust-funded researchers and commercial entities

The Trust's policy regarding relationships between Trust-funded researchers and commercial entities is set out in Annex A to these Conditions. In accepting these Conditions, the individual researchers and the institution agree to abide by this policy.

12. Copyright

Occasionally it is necessary for the Trust to require that all copyright and rights of a similar nature (created as a result of works by individuals and groups of people financially supported by the Trust), capable of being conferred under the laws of the UK and other countries of the world, should be assigned to and vest absolutely in the Trust. At the request of the Trust, the individuals involved must execute such deeds and documents and do such other acts and things as may be necessary to achieve the assignment and transfer. When this is the case, there will be a specific condition in the formal letter of award.

13. Termination of a grant

- (i) When the Trust makes a grant, it reserves the right, without notice, to terminate the grant should it so wish. In such a case, the Trust will reimburse the institution for expenditure properly incurred under the award up to the termination date, but it will not in any event be responsible for, nor indemnify the institution against, any of the matters referred to in paragraph 1.
- (ii) Should the Trust terminate a grant before the expiration of the period for which it was granted (and provided that the full amount of the grant has not been advanced at that time), its practice is to recompense any expenses in respect of redundancy or breach under the contract that results directly from the termination of the grant. The recompense, if any, would not in any event exceed the amount of the grant remaining to be paid to the institution at the time of the termination of the grant.

14. Acceptance of the grant

- (i) Before a grant may be activated, the institution must accept, and agree to abide by, these Conditions (including Annex A) and any conditions in the formal letter of award. A form for this purpose will be provided. This form may only be signed by a senior staff member who has the authority to commit the institution to such an agreement. Such an individual may be the Principal, Vice-Chancellor or Dean, Registrar, Secretary, the Research Contracts Officer, Bursar, Chief Finance Officer, Chief Administrative Officer or Chief Accountant (or equivalent positions).
- (ii) The institution must obtain from all individuals subsequently funded as a result of the application the equivalent undertakings as required from the applicants when signing the application form.
- (iii) Grants awarded by the Trust are subject to the Conditions at the time that the grant is awarded and any subsequent amendments made to the Conditions by the Trust from time to time.**

15. Good scientific practice

The Trust expects the highest standards of integrity to be adhered to by the researchers whom it funds. The institution must ensure that it has in place formal written procedures for the investigation of allegations of scientific misconduct.

16. Divergence from original award

The Trust understands that, in order to follow scientific developments which arise as a result of work done under this grant or following publication of results from other laboratories, grant holders may need to modify the aims and directions of their projects. Any such modifications must be fully justified in the final report. Any proposals to use grant monies for completely different purposes, or for projects other than that specified in the formal letter of award, will require the prior written agreement of the Trust. Such agreement may be refused at the Trust's absolute discretion.

17. Progress reports, publications and publicity

- (i) It is a condition of this grant that the Trust receives a report within three months of the end of the period of this grant. Recipients of longer-term awards may also be required to submit a brief annual report; they will be notified of the dates if and when these are required. Grant holders will be required to provide a breakdown of the expenditure of all monies provided on this grant.
- (ii) Grant holders should note that failure to submit a report may cause the Trust to refuse to consider further grant requests.

- (iii) Grant holders must take all reasonable actions to ensure that the Trust's contribution to the funding of the research is suitably acknowledged in all publications. When acknowledging Trust support, the Trust's grant reference number must be quoted.
- (iv) Grant holders must ensure that the Trust is notified of all research papers (based wholly or partly upon the research to be funded by the grant).
- (v) Grant holders must ensure that any written press statement associated wholly or partly with the research to be funded by the grant is approved by the Trust's Media Relations Department prior to release.
- (vi) The Trust recognises that publication of the results of research may need to be delayed for a reasonable period while seeking protection of intellectual property arising from the research. However, any such periods of delay in publication should be kept to a minimum.

18. Procedures involving the use of animals

The institution must ensure that research involving the use of animals is carried out within the principles of UK legislation (the Animals [Scientific Procedures] Act 1986) and complies at all times with all relevant legislation in the host country.

19. Ethical approval

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 that any such ethical approval is in place at all relevant times during the grant period.

20. Governing law and jurisdiction

These Conditions shall be governed by and construed in accordance with English law and any disputes in connection with these Conditions shall be governed exclusively by the courts of England.

N.B. Please note that grants awarded by the Trust are subject to the Conditions at the time that the grant is awarded. The Trust reserves the right to change the Conditions from time to time.

GRANT CONDITIONS

ANNEX A



Wellcome Trust principles and policy on relationships between Trust-funded researchers and commercial entities

The Wellcome Trust is a charitable trust that provides support for high-quality, curiosity-driven biomedical research. It aims to encourage its researchers in their scientific endeavours and to ensure that the useful results of the research that it funds are applied for the broader public benefit. The Trust recognises the importance of protecting and exploiting intellectual property arising from research as a means of achieving this public benefit. The Trust encourages its researchers to have constructive, appropriate interactions and collaborations with industry. At the same time, the Trust wishes to be certain that its charitable position and the independence of Trust-funded researchers are not compromised by any commercial involvement which they may have.

The principles guiding the Wellcome Trust are:

1. The need to protect the Trust so that:
 - (a) Trust-funded researchers and their host institutions comply with the terms and conditions under which Trust grants are awarded.
 - (b) Research funded by the Trust is charitable in nature (i.e. gives adequate public benefit, with only incidental private benefit) and is not constrained by any organisation or the commercial or other interests of a grant holder or other person.
 - (c) Discoveries, inventions and other knowledge obtained in the course of Trust-funded research are made freely available to the broader scientific community as soon as possible. The publication or release of such findings may be reasonably delayed to allow protection of any intellectual property.
 - (d) The intellectual property arising from Trust-funded research is captured by the host institution or Technology Transfer at the Wellcome Trust acting on behalf of the Trust and commercially exploited through the host institution and/or Technology Transfer at the Trust.
 - (e) The benefits arising from commercial exploitation of intellectual property or other rights developed from the research are distributed equitably between the host institution(s), the investigator(s), the Trust and the commercial organisation.
 - (f) Individuals and institutions use personnel, facilities, materials and equipment funded by the Trust for the purposes for which the funding was awarded and not in the pursuance of research or other activities which could provide scientific or other advantage to any organisation, except with the prior approval of the Trust.
2. The desire to encourage, where appropriate, scientifically productive relationships between Trust-funded researchers and commercial organisations while ensuring that the intellectual integrity of Trust-funded researchers and their freedom to carry out curiosity-driven research are not compromised by such relationships.

Grant Conditions

These principles underpin the policy of the Trust in relation to consultancies, equity holdings and directorships of Trust-funded researchers. The policy described in this Annex should be read in conjunction with the Grant Conditions. Researchers and their employing institutions must accept the Conditions, including this Annex A, before an award can be activated.

Definitions

Trust-funded researchers	means all Trust-salaried researchers and non-Trust-salaried researchers in receipt of funds in any form from the Trust in order to advance their research.
Trust-salaried researchers	means all researchers in receipt of a grant from the Trust whether they be applicants, Wellcome Trust Fellows, scholars, research assistants, technicians or other researchers if their salaries are supported fully or primarily by the Trust.
Non-Trust-salaried researchers	means all applicants, coapplicants, sponsors or supervisors with respect to a grant from the Trust whose salaries are not funded fully or primarily by the Trust.
Consultancy	means any compensated service for or on behalf of a commercial organisation, including membership of a scientific advisory board, service as an expert witness, or giving lectures where the lecture fees are in excess of £10 000 per annum.
Intellectual property	includes all inventions, discoveries, technologies, products, data and know-how.
Equity	means shares, share options, warrants, convertible debt or any other contractual or other right to acquire shares or options as an owner, proprietor, partner or beneficiary or a beneficial interest in any of the foregoing.
Significant equity interest	generally means an interest of 5 per cent or more of an organisation's outstanding equity interest, or a similar interest in a partnership or other organisation, but a smaller interest may at the discretion of the Trust be considered significant.

The policy of the Trust**Consultancies**

1. Consultancy is limited to the provision of advice and the exchange of ideas and should not include research or supervision of research. The Trust is concerned to ensure that any form of remuneration by a commercial organisation is made only for the provision of advice and the exchange of ideas and does not enable that organisation to gain inappropriate access to Trust-funded research. Consultancies may not be used to enable an organisation to gain an unfair advantage over its competitors in access to Trust-funded research.
2. The remuneration of Trust-funded researchers for consultancy work they undertake in areas or fields of their research that are funded by the Trust may include fixed amounts of cash and/or equity. It should be commensurate with at least the level of compensation normally paid to academics by biotechnology and pharmaceutical companies in the biomedical field. Where the compensation for consultancy work is in the form of equity, the amounts that may be received should in general be limited to a total holding of not more than 5 per cent of the commercial organisation's outstanding equity, although a lower limit could be appropriate, depending on the circumstances.
3. Trust-funded researchers may not consult for a commercial organisation in which they hold a significant equity interest unless the consultancy relates to an area and field outside the research funded by the Trust.
4. Each consultancy must be the subject of a written agreement drawn up between the Trust-funded researcher and the commercial organisation. The institution and/or the Trust will provide any advice required in this matter. Wellcome Trust Fellows should also refer to paragraph 2 of the Grant Conditions, which limits the number of hours which may be spent upon non-research activities, including consultancies, per week.
5. The institution will be required to review in advance all proposed consultancy agreements involving Trust-funded researchers, to ensure that the agreements are consistent with the principles and policies described in this Annex.

6. The Trust reserves the right to review any proposed or existing consultancy agreement if the Trust believes the agreement could have an effect on the Trust's charitable status, activities or interests. Upon request from the Trust, the institution will provide copies of consultancy agreements.

Equity interests and directorships

7. Trust-funded researchers may not normally apply for or use Trust funds for research that may be of interest or value to a commercial organisation in which they hold a significant equity interest or of which they are a director.

Directorships

8. Trust-salaried researchers are discouraged from serving as non-executive directors of organisations for which they consult, with which they collaborate or in which they hold equity. Trust-salaried researchers are not permitted to serve as executive directors of any such organisation.

Start-up companies

9. Trust-funded researchers may participate as 'founding scientists' in start-up companies based on Trust-funded research and hold equity positions in such companies, at the discretion of the Trust. Before becoming involved in such a start-up company, they must contact Technology Transfer at the Trust in the first instance.
10. Where Trust-funded researchers are to be involved in start-up companies, the arrangements with the company must ensure that any transfer of intellectual property arising from the Trust-funded research is in accordance with the policies of the researcher's institution and those of the Trust. The Trust's policies regarding intellectual property are outlined within the Grant Conditions.
11. Trust-funded researchers who hold a greater than 5 per cent equity interest in a company may, under some circumstances and at the discretion of the Trust, be permitted to consult for that company. For example, where a start-up company is to be established, the founding scientists may need to consult for the newly established company in order to facilitate its successful operation. It is important that in such circumstances the principles and policies on consultancies in this Annex are adhered to and prior written agreement of the Trust is obtained.

Responsibility for implementation and monitoring of these policies

12. The Trust does not directly employ researchers, but funds them through their institutions. Therefore, the policies and monitoring procedures of the institutions should be used for managing the consultancy and equity-holding activities and directorships of Trust-funded researchers.
13. Where the policies of the institutions are not compatible with those of the Trust or where the institution does not have adequate monitoring procedures, they are required to inform the Trust before accepting a grant. The Trust reserves the right to decide whether to proceed with the award or to monitor consultancies, equity holdings and directorships directly.
14. Where the institution has a concern about the commercial involvement of a Trust-funded researcher, it must inform the Trust of that concern.
15. Applicants for Trust funding will be required to indicate within the grant application form whether they have any consultancies, equity holdings or directorships in organisations that could be relevant to their research. Should they be successful in their application, confirmation may be sought that they comply with the policies set out in this Annex. The Trust reserves the right at any time to require the institution, applicants or Trust-funded researchers to provide current information about such consultancies, equity holdings or directorships or the institution's policies and monitoring procedures. To the extent permissible by law or regulation, all information provided to the Trust is treated as confidential.