# Innovation & Research Award
# Grant Funding Terms and Conditions

These grant conditions together with the Award Letter set out the terms and conditions that apply to the award of a Grant by **The Urology Foundation**, a registered UK charity (charity registration number 1128683) whose address is 3rd Floor, 1-2 St Andrew's Hill, London, EC4V 5BY ("TUF") to **[insert host institution]** ("Host Institution").

**1. Definitions**

In these grant conditions the following words shall have the following meanings:

| | |
|---|---|
| **Award Letter** | The letter sent to the Principal Investigator (PI) at the Host Institution from TUF, specifying the amount of the Grant that has been awarded and the Grant duration. *[NB: The award must be accepted within two weeks of receipt of the offer. Failure to notify TUF or comply may result in the award being withdrawn.]* |
| **Grant** | shall mean the financial award made by TUF described in the Award Letter. |
| **Host Institution** | shall mean the place at which the work for the project is carried out, and to which TUF pays the grant. |
| **Intellectual Property** | shall mean patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above. |
| **Principal Investigator** | shall mean [insert name of Principal Investigator], who is an employee of Host Institution. |
| **Project** | shall mean the research project supported by the Grant, entitled "(*[insert project title]*)" and described in Schedule 1. |

**2. Conduct of the Research**

2.1 The Host Institution shall ensure that the Project is conducted in accordance with all applicable laws, regulations, and codes of practice. If applicable, the Host Institution shall ensure that no clinical activity mandated by the Project takes place until it is satisfied that all relevant regulatory and ethics committee approvals have been obtained.

2.2 The Project to be undertaken is set out in Schedule 1. If there is any material change or substantial amendment to the Project, the Host Institution shall notify TUF.

2.3 The Host Institution shall ensure adequate and appropriate resources are provided to support the Project.

2.4 The Host Institution shall ensure proper financial management and administration of the Grant.

2.5 The Host Institution shall grant access to representatives of TUF to visit the laboratories and meet the researchers working on the study.

**2a Research with animals**

2a(i) TUF is a member of the AMRC and subscribes to its policy on the use of animals in research. All research involving animals in the UK is in accordance with the Animals (Scientific Procedures) Act, and has the relevant approval from The Home Office and

Animal Welfare / Ethical Review body. The research will use the most appropriate models, and only uses animals when there are no alternatives available.

2a(ii) Experiments using animals must:
- use the simplest possible, or least sentient, species of animal
- ensure that distress and suffering are avoided wherever possible
- employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met.

2a(iii) All grant holders using animals must implement the principles in the cross-funder guidance Responsibility in the Use of Animals in Bioscience Research (www.nc3rs.org.uk/responsibility). Grant holders should make use of the ARRIVE guidelines (www.nc3rs.org.uk/ARRIVE) when designing their experiments, and ensure that they report animal-based studies in accordance with the ARRIVE guidelines as far as possible, taking into account the specific editorial policies of the journal concerned.

**3 Employment of staff**

3.1 TUF does not act as an employer and therefore, in all cases where support is provided for the employment of staff, the Host Institution undertakes to issue a contract of employment in accordance with all relevant legislation. TUF will not be responsible for any legal or other claims, nor will it indemnify the Host Institution against any claim for compensation or against any other claims for which the Host Institution is liable as an employer or otherwise.

**4 Payment**

4.1 The annual value of the Grant shall be payable in two tranches of 75% and 25%, upon receipt of an invoice from the Host Institution. Invoices to be sent to The Urology Foundation at address above.

4.2 The 25% of the grant shall be paid upon receipt of a satisfactory progress report or final report from the PI.

4.3 Any remaining part of the grant not required for the approved research will be refunded to TUF.

**5 Reporting**

5.1 The Principal Investigator will supply TUF with a report every 6 months – in layman's terms - on the progress of the Project. (A template setting out the key reporting requirements will be provided.)

5.2 On completion or termination of the Grant, a final report will be provided to TUF by the Principal Investigator. This report must show a detailed breakdown of the use of the grant funds. Any differences between this final breakdown and the application's original budget must be explained by the PI. TUF reserves the right to withhold the final 25% payment if this explanation is not sufficient.

5.3 TUF also wishes to be kept informed during and beyond the grant duration on various research outcomes, including any associated publications, or further research or clinical work that has resulted from the PI's research, either partly or wholly.

5.4 TUF should be informed in advance of any plan to release details of the research to the press or other media for publicity purposes. Any information released to the press or media about the research must acknowledge TUF funding. TUF's details should also be offered to the media for further comment.

**6 Liability**

6.1 TUF accepts no responsibility, financially or otherwise, for the expenditure (or liabilities arising out of such expenditure) or liabilities arising out of work funded by the Grant.

## 7 Intellectual Property

7.1 As a charity, TUF is under an obligation to ensure that the useful results of research that it funds (whether in whole or part) are applied for the public good. In some circumstances, this obligation may be best achieved through the protection of IP and commercial exploitation.

7.2 All rights to intellectual property (including the copyright in any drawings, plans or software), data and materials arising from the Research ("Resulting IP") shall, in the first instance, vest in the Host Institution. The Host Institution shall ensure that the contracts of employment or other terms of engagement of the Research Personnel provide for automatic and immediate vesting in the Host Institution of the Resulting IP.

7.3 The PI and Host Institution should notify TUF promptly in writing when IP arises from the grant and take reasonable steps to ensure that such IP is protected and not published or otherwise disclosed publicly prior to protection (whilst at the same time ensuring that potential delays in publication are minimised).

7.4 The Host Institution should seek TUF's consent to commercially exploit the results of any research TUF has funded. Consent will not be unreasonably withheld and TUF will only refuse an institution's request where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. In the event that TUF does not provide a response to the institution's request within thirty days, the institution or its technology transfer subsidiary will automatically have the right to proceed with such commercial exploitation. The institution is not required to seek TUF's consent in assigning intellectual property to its technology transfer company.

7.4(i) As a condition of granting consent, TUF will require the Host Institution to accept standard revenue and equity sharing terms, which would be agreed in detail on a case-by-case basis.

7.5 TUF requires the Host Institution to have procedures in place for the identification, protection, management and exploitation of TUF-funded intellectual property.

7.6 If the institution decides not to protect, manage, exploit any TUF-funded IP arising out of the grant then the charity has a right, but not a duty, to protect, manage or exploit such IP. If TUF decides to exercise its right, the institution agrees and will take reasonable endeavours to ensure that its employees and students and any third party, acting on its behalf does, all acts required to assist TUF in such protection and exploitation.

7.7 The Host Institution and/or PI should inform the charity of any pre-existing arrangements of which they are aware and which could lead to a breach of the TUF-funded standard conditions. The institution should take reasonable endeavours to ensure that no consultancies, third party restrictions or arrangements which might impact on a TUF-funded grant are entered into in relation to any TUF-funded person or activity without prior agreement of the charity. TUF-funded investigators or individuals involved in a TUF-funded project should not use materials or compounds (other than those obtained commercially), on terms which would place restrictions on the publication of the results. Institutions should take reasonable endeavours to ensure that 'reach through rights' have not been granted on any TUF-funded IP in favour of commercial organisations providing materials or compounds to TUF-funded individuals for research purposes. However, TUF recognises that companies providing materials may often require exclusive rights to any intellectual property arising from use of that material, and that this requirement is often non-negotiable. Where intellectual property arises from research linked indirectly to the use of material provided under such agreement, the provider should be offered a time-limited opportunity to take out a revenue-generating licence.

**8 Publication, Acknowledgment and Publicity**

8.1 Host Institution and/or PI shall be free to publish the results of the Project, in accordance with normal academic custom.

8.2 Any publication, abstract or presentation of the Project made by the Host Institution or PI must acknowledge the support of The Urology Foundation [and XX funder].

8.3 An abstract of the research should be submitted for consideration as a poster presentation at the BAUS Annual Meeting and/or at other relevant speciality conferences.

8.4 It is expected that use of Host Institution or TUF name and/or logo will be permitted within the parameters of reporting or writing about the Project as set out in 8.1 to 8.3 above.

8.5 However, neither Host Institution nor TUF will use the name or the logo of the other for any other publicity, online communications, financial support, press releases, or literature concerning the research funded with this Grant at any time without the written consent of the other.

**9 Processing data and GDPR**

9.1 TUF will need to hold data of both the individual grant holder and of the institution in order to administer the finances and grant terms & conditions.

9.2 TUF will abide by the General Data Protection Regulations to ensure all data is held and processed lawfully, fairly and transparently and in accordance with said regulations.

9.3 By applying for the Innovation & Research award, the grant holder and host institution consent to TUF holding data necessary for processing and administering the grant.

9.4 In addition, TUF will seek permission to contact the grant holder from time to time with information about news, grant opportunities, activities, surveys, services and current events

**10 Termination**

10.1 No changes will be made to the project without TUF agreement. Host institution / PI must inform TUF immediately of any proposed change to grant expenditure, personnel or project design or methodology. Any changes must be reported even if the grant has not yet been drawn down.

10.2 The Project must begin within twelve months of the date of the Award Letter. TUF reserves the right to withdraw the grant if the project has not been started in this time frame.

10.3 This Agreement may be terminated by either of Host Institution or TUF giving a minimum of ninety (90) days written notice to the other, receipt of which must be acknowledged in writing.

10.4 In the event of early termination, TUF shall pay the Host Institution a sum to cover any expenditure incurred and non-cancellable commitments entered into in undertaking the Project up to the date of termination.

10.5 In the event of early termination the Host Institute shall return to TUF any grant monies unspent, other than expenditure incurred in 9.3 above.

10.6 Aside from the above, if the named project in this grant for whatever reason is unable to progress, the Institution must refund any unspent funds back to TUF.

**11 Governing Law**

11.1 These grant conditions shall be interpreted in accordance with English Law and subject to the exclusive jurisdiction of the English courts.

**Schedule 1 - The Project**

*[insert project title]*
**Abstract:**
[insert project abstract]