

## TERMS AND CONDITIONS FOR RESEARCH GRANTS

### Definitions:

Grant Holder – the institution/organisation in receipt of the grant from Ataxia UK

Principal Investigator – researcher who is the principal applicant on the grant

### 1 Purpose of research supported by Ataxia UK

Ataxia UK supports research leading towards the treatment or cure of ataxias, both hereditary and non-hereditary (excluding ataxia telangiectasia). Approaches that enable people to be diagnosed effectively, and live successfully with ataxia (e.g. physio or other therapy techniques) can also be supported.

### 2 Finance and Administration

2.1 Grant applications may be submitted for a maximum of three years. If the total project is approved in principle, the initial sum awarded will relate to the first year only. Funding for the second and third years of the project will usually be subject to receipt from the organisation/institution receiving the grant (the Grant Holder) of satisfactory annual progress reports.

2.2 Provided that the salary of the Principal Investigator is already assured, grants may be for

- salaries of part-time or full-time researchers
- PhD studentships
- laboratory consumable materials
- equipment
- travel awards
- contribution to ataxia meetings/conferences
- satellite meetings of major symposia in disciplines associated with ataxia.

Grants may also be awarded for fellowships.

2.3 The grant will start on the date of the grant letter notifying its award or the date when the project is to start as set out in the proposal, whichever is the later. Ataxia UK may agree an earlier or later date on request by the Grant Holder, **but if the project does not start within 6 months of the grant date, funding may be withdrawn.**

2.4 It is assumed that ordinary equipment, facilities and materials are available in the laboratory in which the work is undertaken. Under no circumstances will Ataxia UK meet administrative or other overheads of the Grant Holder (or any other organisation), and these should not feature in the application.

2.5 Ataxia UK will make no grant if the Grant Holder already holds or accepts a grant from another source if this would lead to

- double-funding of the same project or

- shared funding to which Ataxia UK and the other funder had not given prior written agreement.

2.6 Should the Principal Investigator a co-applicant or individual using the grant (such as a researcher/student funded by the grant) move to another organisation during the tenure of the grant the grant may not move with him or her unless all parties concerned, including Ataxia UK, agree.

2.7 The Principal Investigator will send Ataxia UK the *curriculum vitae* of any funded researcher who is to assist in the project once his or her identity is known together with the date when s/he takes up the post.

2.8. The Principal Investigator will send Ataxia UK an electronic copy of the grant application. Ataxia UK reserves the right to retain copies of any grant applications for evaluation and monitoring purposes.

2.9 Payment for salaries and recurrent expenses will be made quarterly in arrears against invoice. Invoices should relate to the expenses incurred in the following periods: 1st April to 30th June, 1st July to 30th September, 1st October to 31st December and 1st January to 31st March. The invoice should state

- the name and salary costs of the employed researcher(s)
- the expenditure on consumables
- the expenditure on equipment.

Ataxia UK will not accept nor be liable for any finance or service charges imposed in respect of this arrangement. Ataxia UK will also not enter into any other method of reimbursement unless agreed in advance in writing.

2.10 The following conditions apply to claims:

- Ataxia UK will not reimburse any expenditure which is not claimed within six months of the end of the grant period
- nationally awarded salary increases will normally be allowed if specified in the grant application. If changes to salaries occur after Ataxia UK has awarded the grant then it may be possible to re-allocate resources from other parts of the project (eg: consumables) provided it is within the overall budget and agreement for this change has been received from Ataxia UK
- any reallocation of funds from one expense heading to another, as detailed in the grant application (or the award letter if it differs) requires written permission from Ataxia UK
- the final payment for the grant period will be withheld until a satisfactory report is received.

2.11 The Grant Holder accepts full responsibility for the management, monitoring and control of all the research work funded as the result of this grant and all those staff employed in or involved in any research funded as the result of this grant. This includes full responsibility for meeting the costs of any maternity or paternity leave, any sickness pay, any redundancy and any awards made by an employment tribunal or other court. It also includes the requirements of all regulatory authorities governing the use of radioactive isotopes, animals, pathogenic organisms, genetically manipulated organisms, toxic and hazardous substances and research involving human subjects and human embryos.

2.12 The Grant Holder will ensure that all staff and students employed in or involved in the research receive appropriate training, in accordance with the COSHH, AMP and ACGM guidelines, the Health and Safety at Work regulations, or national equivalents, and any other legal requirements as may apply from time to time. The Grant Holder must have in place published standards of good research practice which include formal written procedures for the investigation of allegations of research misconduct and will ensure that all those involved in the research comply with such guidelines.

2.13 Any proposed changes to staff employment with implications for the project, whether financial or otherwise, must be submitted to Ataxia UK for approval before implementation.

2.14 Any major variation in the terms of a grant, such as different or additional staff or equipment, must be the subject of a fresh application, which should fully justify these changed requirements. Such applications will be considered by the Scientific Advisory Committee in competition with all new applications. In addition, Ataxia UK must be told as soon as is reasonably practicable if any of the Principal Investigator, co-applicant researchers on the grant or staff funded by the grant takes maternity, paternity or extended sick leave. For the duration of the absence, Ataxia UK will not meet the costs of the person concerned, and will pay the grant pro rata to the cost of the work being undertaken in that person's absence.

2.15 As resources of Ataxia UK are limited, the Principal Investigator must use reasonable endeavours to attract other funding to ataxia research within the Grant Holder organisation. The Principal Investigator may be required to support Ataxia UK in raising funds for research by providing information, including that needed to meet the conditions of 3rd party grant makers.

2.16 Applicants are strongly advised to confirm with their Finance Officer that the amounts specified in their submissions are accurate. Applications for supplementary grants because the applicant has failed to identify the appropriate costs are unlikely to be considered. The Grant Holder's Finance Officer or equivalent should certify that the salaries and gradings and other estimates in the application are in accordance with current scales and practices.

2.17 The Grant Holder must ensure that at the end of the grant period the Principal Investigator brings, the project to an orderly conclusion and that both during and after the grant period:

- Any genetic material, e.g., mouse embryos, is preserved in such a way that it can be made available to Ataxia UK and other researchers.
- Records and data, results and questionnaires (which shall be the property of the Grant Holder), are archived and kept secure for a minimum of 10 years in a form that they can be readily accessed by Ataxia UK and other researchers.

### **3 Equipment and consumables**

VAT charges must be excluded from equipment and consumable costs. Equipment must be labelled as donated by Ataxia UK and must not be removed or modified without permission. The Grant Holder is responsible for ensuring that any equipment provided from/under the grant

ATAXIA UK 12 Broadbent Close, London N6 5JW Tel: 020 7582 1444 E-mail: office@ataxia.org.uk  
Ataxia UK works across the whole of the UK and is a registered charity in Scotland (No: SC040607) and in England and Wales (No: 1102391) and a company limited by guarantee (Registered Company No: 4974832)

has adequate insurance cover. If equipment is damaged or destroyed, the Grant Holder will be required to repair or replace it. All equipment, having an original value of £3,000 or more, purchased with grant money shall remain the property of Ataxia UK until two years after the end of the grant period. During the two years, Ataxia UK may, exceptionally, reallocate it to Ataxia UK-supported projects elsewhere, and will meet the costs of doing so.

## **4 Travel**

When travel is an integral part of the project, it should be budgeted for like any other research cost. The cost of attending scientific meetings can also be included in a grant application. A written report of any scientific conference should be submitted to Ataxia UK within one month of the researcher's return. Ethical considerations

## **5 Work with patients**

5.1 Where the research is carried out on patients the proposals should contain details of the Ethics Committee approval(s). The Grant Holder must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the grant.

5.2 Where the work is carried out on people referred by Ataxia UK these people should be responded to promptly.

5.3 The Principal Investigator must make every effort to inform people involved in the research of any results of diagnostic tests.

## **6. Work with human tissues**

6.1 Ataxia UK requires that the Grant Holder be compliant with the latest regulations associated with the Human Tissue Act 2004, or national equivalent.

## **7 Work with animals**

7.1 Ataxia UK requires the Grant Holder ensures that the Principal investigator and other researchers associated with the grant to have regard to animal welfare and to observe the refinement, replacement and reduction of animal use.

7.2 If the research involves the use of animals, no grants will be made unless appropriate Home Office licences, or national equivalent, are held.

7.3 If the research, or part of the research, related to the grant is to be carried outside the UK, Ataxia UK requires that, as far as possible, researchers maintain animal welfare standards that are equivalent to those defined in UK law.

## **8 Divergence from original award**

8.1 Ataxia UK understands that Principal Investigators may need to modify their projects in the light of publication of results from other laboratories. Any such modifications must be fully justified in annual reports and the final report or some or all of the grant may be withheld.

8.2 Any proposals to use grant monies for different purposes, or for projects other than specified in the formal letter of award, will require the prior written agreement of Ataxia UK. Such agreement may be refused at Ataxia UK's absolute discretion.

## **9 Visits, Reports and Dissemination**

9.1 Ataxia UK reserves the right to visit the Principal Investigator's research groups in regular intervals (6 monthly or yearly) to discuss the progress of research.

9.2 In addition to the annual progress reports (see paragraph 2.1), every Grant Holder must ensure the Principal Investigator submits outcome data onto researchfish if requested by Ataxia UK and submits a full report at the end of the total period for which the grant is authorised. The final payment due will be made only after the final report has been received. Ataxia UK may send the final report for peer review.

9.3 Ataxia UK reserves the right to periodically request abstracts from the Principal Investigator, which describe their latest published research, for Ataxia UK to include in its literature and on its website.

9.4 The Principal Investigator and the Grant Holder shall be free to publish the results of the study in accordance with normal academic practice. Any publications resulting from the work must bear due acknowledgement of Ataxia UK's support and copies should be sent to the Research Projects Manager. Ataxia UK must also be told of any scientific meetings at which the results are presented, and given copies of the relevant papers.

9.5 Ataxia UK requires the Grant Holder to ensure that the Principal Investigator submits the outcome of the research to peer-reviewed journals and Ataxia UK should be sent copies of such papers at the time that they are submitted for publication. Ataxia UK recognises that journals normally publish only positive findings, and that negative findings may nevertheless be of value. Ataxia UK therefore reserves the right to publish summaries of negative as well as positive findings on its website or elsewhere.

9.6 Ataxia UK must be kept informed of any developments which might be of interest, whether within or outside the project.

## **10 Termination**

10.1 Ataxia UK reserves the right to terminate the grant made under these conditions with three months' prior written notice. In the event of such termination, Ataxia UK will reimburse the Grant Holder for 1 "Direct Costs" means all external expenses incurred and paid by the institution in connection with the filing, prosecution and maintenance of the Intellectual Property including, but not limited to, official filing fees, agent costs, and reasonable legal, litigation and other advisory and consultancy fees. Direct Costs shall not include the institution's internal costs relating to these activities, regardless of the legal constitution of the institution's TTO. Institution & TTO may not make deductions for salary or taxes in respect of the institution & TTO or for any amounts payable to the inventors or generators of the Arising



Intellectual Property expenditure properly incurred under the research grant up to the date of termination but will not be liable for or indemnify the Grant Holder, any co-applicant and/or any other individual using the grant/working on the grant project against any charges thereafter.

10.2 In the event of the project being discontinued by the Grant Holder, notification must be sent to Ataxia UK, together with a report on the work carried out to date, setting out reasons for the termination. In this event, a final claim is to be submitted as soon as possible.

## **11 Intellectual property**

The Grant Holder will take all steps necessary to ensure that any intellectual property arising out of the research is fully protected whether by patent, copyright or any other means. In particular, the Grant Holder will ensure that no intellectual property rights arising out of the research are transferred, whether deliberately or not, to anyone working on the project or associated with it in any capacity, whether they are an employee or not.

## **12 Exploitation of results**

12.1 Any form of disclosure, whether in journals, learned society meetings, or public seminars, may prejudice subsequent filing of a patent application. The Grant Holder should ensure that any form of disclosure will not prejudice filing of a patent application. The Grant Holder should provide Ataxia UK with copies of any patent application.

12.2

i. All rights in any invention made by the Grant Holder and any know-how relating thereto during the course of the project or programme grant, shall be the property of the Grant Holder. The Grant Holder shall use its best endeavours to exploit the Invention on a commercial basis itself or through a sub-licensee (which shall be a company incorporated in the United Kingdom) either through income sharing or through equity sharing.

ii. The Grant Holder shall use its best endeavours to maximise the income from the Invention and any income generated will be shared by Ataxia UK, the Grant Holder and any other funder. Ataxia UK follows the Guidance of the Association of Medical Research Charities who suggest that, once the Grant Holder has paid any direct costs of IP exploitation and a technology transfer fee of 5-10%, if there is a sole funder the Grant Holder: funder share will be 50:50. If Ataxia UK is not the sole funder it is the responsibility of the Grant Holder to identify the proportionate funding contributions of the funders.

iii. In the case of equity sharing the parties shall enter into a written agreement setting out the terms and conditions of the equity sharing. These will be discussed on a case-by-case basis.

iv. The Grant Holder shall execute and do such other documents and things as may be necessary to give effect to these provisions.

12.3 In consideration of the funding provided by Ataxia UK the Grant Holder hereby grants Ataxia UK a non-exclusive royalty free licence to use the research and results (positive or negative) for its own charitable purposes and subject to the confidentiality obligations in these terms and conditions, to reproduce part or all of such research and results in any form and any medium whatsoever whether alone or jointly with another and whether in Ataxia UK's own in-house publications or in external publications including, where appropriate, press releases to media and other organisations. Ataxia UK would only do this if they had not been informed by the Grant Holder that patent applications were being filed. If patent applications are filed such licence will only commence once the patent has been granted.

12.4 The Grant Holder warrants that no obligations to other bodies have been entered into, which are inconsistent with the terms of this agreement and undertakes that they will not at any time in the future enter any such obligations without the previous written consent of Ataxia UK.

### **13. Limitation of liability and Indemnity**

13.1 Ataxia UK accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of expenditure) or liabilities arising as a result of or in connection to the grant, other than payment of the grant in accordance with these terms and conditions and the grant award letter.

13.2 Ataxia UK will not indemnify the Grant Holder, Principal Investigator, co-applicant or any other person or organisation working in respect of, or related to, the grant for any claims, costs, expenses, damages and/or losses (whether under any statute, regulation or common law).

13.3 Without detracting from clause 13.2, the entire liability of Ataxia UK to the Grant Holder and any other person or organisation working in respect of, or related to, the grant collectively, in relation to this grant shall not exceed a sum equivalent to £10,000. The provisions of this clause 13.3 shall not apply to any losses resulting from death or personal injury caused by the negligence of Ataxia UK.

### **14. Confidentiality**

14.1 The parties to these terms and conditions undertake and agree that they will not, without the prior written consent of the other, use or disclose information concerning the other's businesses, scientific or other activities, practices, intellectual property rights, finances, strategic plans, ideas, designs and/or innovations howsoever obtained and in whatsoever form the information shall take, to any third party unless such disclosure:

i. is required by law, providing that the disclosing party uses all reasonable endeavours to notify, consult and cooperate with the other party about the disclosure of confidential information, except where forbidden by law; or

ii. takes place in the course of carrying out their obligations under these terms and conditions; or

iii. is the disclosure of such information that is otherwise lawfully available to the third party to whom it is disclosed.

14.2 If either party uses the services of other persons or organisations to undertake part of the project, advise on the project or manage the project, or otherwise in relation to the grant, that party shall promptly ensure that such persons or organisations provide their written consent to abide by the same conditions of confidentiality as are set out in this clause 14.

### **15 Additional conditions**

Ataxia UK may impose additional conditions, which will be set out in the grant award letter, in the light of advice from peer reviewers and its Scientific Advisory Committee.

### **16 Variations to conditions**

Ataxia UK may vary these conditions from time to time in writing if needed to ensure compliance with legislation or codes of practice.

### **17 Entire Agreement**

These terms and conditions together with the award letter are the entire agreement between the parties in respect of its subject-matter, and supersede and invalidate all other commitments, representations and warranties relating to the subject matter, which may have been made by the parties either orally or in writing prior to the date of the grant award letter.

### **18 Contracts (Rights of Third Parties) Act 1999**

These terms and conditions do not and are not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

### **19 Governance Law**

These terms and conditions shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

### **20 Severance**

If any part or provision of these terms and conditions is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that part or provision shall be deemed to not form part of these terms and conditions, but the validity and enforceability of the other parts and provisions of the terms and conditions shall not be affected.





**August 2015**

**Latest changes made: September 2024**