

# THE DUNHILL MEDICAL TRUST

## TERMS and CONDITIONS FOR GRANTS



Any offer of a grant from the Trust is subject to the following *Terms and Conditions for Grants*. By accepting the award of any grant offered by the Trust, the applicant and the organisation upon whose behalf the application is made agree to be bound by these terms and conditions, and also agree that in the event of a breach of the terms, the Trustees will be entitled to withdraw the grant and to repayment of any unused portion of the sums awarded under the grant. Where appropriate, the Trustees will require the applicant and/or organisation to whom the grant is offered to enter into a formal Grant Deed containing these provisions.

### 1 Definitions

For the purposes of the Trust's *Grant Making Policy* and its *Terms and Conditions for Grants*:

- (a) 'the grant project' means the purpose and/or activities for which the grant is used including research, research fellowships, care treatment and the purchase and operation of facilities and equipment;
- (b) 'the grant holder' includes the applicant and/or the organisation or body who apply for and receive a grant from the Trust;
- (c) 'The Trust' refers to the Dunhill Medical Trust and to the individual Trustees named.

### 2 Information requirements

#### 2.1 All grants

The grant holder will provide the following assurances to the Trust which must be confirmed in writing by an authorised member of the organisation's controlling body:

- (a) he/she has informed the Trustees of the purpose of the organisation, the way in which the organisation intends to use any donated resources and its capacity to use the grant effectively for its intended purpose;
- (b) he/she has informed the Trustees of the names of those serving on the organisation's governing or controlling body, those who are to be involved with the project/work to be carried out, and the identity of the person(s) who will be responsible for the administration of the grant;
- (c) he/she has provided adequate information regarding the identity and financial status of the organisation and of the status of the applicant within the organisation;
- (d) he/she has provided adequate evidence that the appropriate infrastructure and resources will be made available to the grant holder(s) and/or person(s) carrying out the project/work.

#### 2.2 Research and research-related grants

In addition to information required set out in Clauses 2.1 (a) to (d) above, the following Clauses 2.2 (e) to (h) will apply to research and research-related grants:

- (e) In relation to any grant project which requires ethical committee approval, the grant holder has obtained (or is in the process of obtaining) such approval and will provide full details of the terms of such approval prior to commencement of the grant project. The grant holder undertakes to comply with the terms of that approval and in the event of any circumstances arising, which in the course of the grant project which makes approval by the appropriate ethical committee necessary, (if not already granted) or further approval necessary, the grant

#### PLEASE NOTE

THESE TERMS AND CONDITIONS SHOULD BE READ IN CONJUNCTION WITH THE DUNHILL MEDICAL TRUST'S GRANT-MAKING POLICY

holder undertakes to seek such approval or further approval having first informed the Trust of such circumstances and the details of the approval application. Where any grant project does **not** require ethical committee approval, the grant holder will confirm this in writing when any grant offer is made.

- (f) In relation to any grant project which falls within the terms of the *NHS Research Governance Framework*, the grant holder undertakes to comply with the requirements for a formally approved and explicitly stated research sponsor to be identified in the case of research using human participants, their organs, tissue or data. Where any grant project does **not** fall within the terms of the NHS Research Governance Framework, the grant holder will confirm this in writing when any grant offer is made.
- (g) Prior to commencement of any grant project, the grant holder will provide evidence that the host institution (as nominated research sponsor) has agreed to accept full responsibility for its proper management and to deal with any suspected research fraud or misconduct. Host institutions will be expected to meet the standards set out in the Association of Medical Research Charities (AMRC) *Guidelines on Research Practice*.
- (h) In relation to any grant project involving the use of animals, the research must be carried out under appropriate Home Office licences and certificates, and the provisions of the *Animals (Scientific Procedures) Act 1986* must be observed. The Trust's support for a particular project does not absolve the grant holder from personal responsibility in this regard. Where relevant to the research, the grant holder will provide written evidence that such licences and certificates have been obtained, prior to the commencement of the grant project. Any fees levied under the Act are the responsibility of the host establishment and cannot be provided under the grant.

## Clauses 3 to 8 apply to ALL GRANTS

- 3 The grant holder confirms that the grant awarded by the Trust will be used only for the purposes of the grant project as defined in the application, and that in the event of any significant alteration in the grant project:
  - (a) the grant holder will inform the Trust as soon as reasonably practicable; and
  - (b) at the Trustees' discretion, the grant may either be withdrawn and repaid or it may be renewed; and
  - (c) in appropriate circumstances the grant holder may be required to resubmit a new application to justify the continuation of the grant.
- 4 The grant holder accepts that the Trustees will, in deciding whether or not to offer a grant, apply only the Trust's own criteria under the Trust Constitution, and the offer and award of a grant does not imply any other judgement or representation by the Trust as to the nature, effect or risks of the grant project. Similarly, no opinion or suggestion expressed by the Trust or Trustees in relation to the grant project will be treated as advice or relied on as such by the grant holder. Nor does the offer or award of a grant for purposes which consist of or include the payment of any salary in connection with, or in support of, the grant project imply that the Trust takes upon itself any of the responsibilities of an employer or is to be regarded as such.

## 5 Accordingly the grant holder:

- (a) undertakes full responsibility for the grant project, for the employment of any person in connection with the project, and for ensuring that it is operated in a competent and safe manner and that any person or patient who participates in, is treated under, or is the subject of a grant project, is properly advised and forewarned of any risk to health;
- (b) agrees and accepts that the Trust has no responsibility for any payment made to persons employed on the grant project other than for time directly employed on the project. For example, no payments made during maternity leave, or periods of sick leave, holiday or similar will be reimbursed by the Trust.
- (c) agrees and accepts that the Trust has no responsibility or liability for the operation of the grant project and that the grant holder will bear any liability or claim caused by the grant project.
- (d) During the period of the grant, the grant holder will permit the Trustees or their representatives to visit the grant project and will:
  - (i) consult with the Trust on the degree to which material published in relation to the grant project names and associates the Trust with the project;
  - (ii) at all times permit the Trust to publish material which associates it with the project and identifies the general nature of the project;
  - (iii) permit the Trust to receive appropriate acknowledgement and, if required, recognition in respect of the grant project and successful results and/or publications arising out of it.
- (e) At all times during the course of the grant project, the grant holder will maintain adequate insurance in respect of
  - (i) any equipment and facilities purchased and/or operated with the benefit of the grant;
  - (ii) any risk or injury to health which occurs by reason of the grant project whether to the grant holder itself or its servants, agents or employees or any other person or party including in particular any subject or patient of the grant project.

## 6 Monitoring of grants

- (a) Where the Trustees award a grant for a project anticipated to continue for more than one year payable by instalments, the second or subsequent instalment of the grant will not be made unless and until the grant holder has submitted an annual progress report demonstrating that appropriate progress has been made on the project against the terms of the original award, together with a signed statement as to how the grant monies have been spent during the preceding year and details (where appropriate) of any other funds obtained from third party sources and applied to the same project.
- (b) Subject to consideration of the annual report, the Trustees may before making any second or subsequent payment require to consider the results of a monitoring visit.
- (c) The Trustees in their absolute discretion reserve the right, following consideration of the annual progress report and of any monitoring visit, to terminate the grant or to withhold payment of the second or subsequent instalments of the grant upon such terms or conditions as they shall think fit in the circumstances.

## 7 Intellectual property

- (a) Definitions
  - (i) The 'Intellectual Property Rights' include results, discoveries and inventions, concepts and ideas whether or not patentable or otherwise registerable as an intellectual property right and all other rights in equity and law and for the avoidance of doubt include copyright, design right, confidential information, know how and trade secrets.
  - (ii) An invention 'issues from' the grant project if it is conceived, first reduced to practice, or developed, in whole or in substantial and identifiable part in the course of the grant project.

- (b) In keeping with best practice, the Trust requires that Intellectual Property Rights created as a result of the research it has funded should (where commercially worthwhile) be protected and exploited, the grant holder having a duty to inform the Trust where there is potential for exploitation. The Trust therefore reserves the right to require the grant holder to enter into an Intellectual Property Agreement with the Trust defining issues of protection and exploitation and the arrangements for sharing income with the Trust in the event that commercial income is generated in due course. This Agreement will be in line with current AMRC guidelines and any such income would be allocated for new grants.

## 8 Data Protection

- (a) Personal data (as defined in the *Data Protection Act 1998*) will be kept in accordance with the principles and provisions set out in that Act.
- (b) Information (including personal data) supplied in respect of a grant application and any grant subsequently awarded may be recorded and used to manage and analyse applications and grants, and may be kept during the life of the grant and for so long thereafter as may be required for reference purposes.
- (c) Copies of some or all of this information (including personal data) may be given to individuals and/or organisations consulted by the Trust when assessing applications and monitoring grants and to the Trust's accountants for audit purposes.

A specimen Intellectual Property Agreement is available in PDF format from the DMT website.

### **DOWNLOADS/Intellectual Property Agreement**