

Standard terms and conditions

September 2019

1. Research Practice

- 1.1 The Host must ensure that all the necessary legal and regulatory requirements in order for the Researcher to carry out research as part of the Grant Activities (the Research) are met.
- 1.2 The Host shall seek approval from the appropriate NHS Health Research Authority Research Ethics Committees and the Human Tissue Authority (as the case may be) if the Research involves human participants or human biological samples. RCPCH and Newlife must be provided with copies of such approvals before a Grant is paid.
- 1.3 The Host shall obtain all appropriate licences and certificates, which must remain valid, for any animal research to be carried out. In doing so, the Researcher and Host must give due consideration to the refinement, reduction and replacement of animals in research and adhere to the principles in NC3Rs “Responsibility in the Use of Animals in Bioscience Research”. Research involving domestic pets or primates will not be funded.
- 1.4 The Host must have in place formal written procedures for the handling of allegations of research misconduct and on request must make those available to RCPCH and Newlife.

2. Staffing Arrangements

- 2.1 The Host must ensure that Grant Activities are staffed appropriately. It must inform RCPCH promptly if it is unable to do so.
- 2.2 The Host shall ensure that all necessary consultancy or employment contracts comply with all relevant laws and regulations and are agreed with the Researcher and any other person supported by the Grant (each a Fellowship funded worker) before the Grant is paid.

- 2.3 The Grant may not be used to fund recruitment costs, paid leave entitlements, or other absences of Fellowship funded workers.
- 2.4 In line with AMRC Guidelines, RCPCH expects the Host to meet the cost of any long-term leave, other than annual holiday. Such leave could include maternity leave, paternity leave or long-term sick leave.
- 2.5 If a Fellowship funded worker is due to take maternity leave, the Fellow and the Host should inform RCPCH of the dates in advance so that the grant can be suspended for the period of maternity leave until full-time employment is resumed. The grant will be suspended until the Fellowship funded worker returns from maternity leave.
- 2.6 RCPCH shall have no responsibility for any expenses, costs, claims or other liability for which the Host may be liable for as an employer or contractor of the Researcher or other staff.

3. Payment

- 3.1 Payment of the Grant will not commence until a budget, including salary details (if included as part of the offer and proposal) and a breakdown of consumables and other miscellaneous costs, has been submitted by the Host (the Budget).
- 3.2 RCPCH will only pay expenditure included in the Budget. Certain costs may be excluded as per RCPCH's standard grant guidelines for specific Grant Activities or as otherwise excluded (excluded costs).
- 3.3 In accordance with clause 166, the payment of the Grant and/ or any instalments (Grant Instalments) are subject to Grant Activities satisfactorily progressing.
- 3.4 Grant Instalments are paid to the Host annually, in arrears, subject to valid claim form received by RCPCH. Claim forms must state the start and end dates of the period covered by the claim for an instalment and provide a breakdown of costs incurred against the items of expenditure in the Budget.
- 3.5 All payments of the Grant are made as a charitable grant and the parties agree that RCPCH shall not be required to pay any VAT on the Grant.

3.6 The Host shall indemnify RCPCH for any VAT payment that it must account for, and any related costs or liability if it is determined that RCPCH must apply VAT on the Grant.

4. Equipment

4.1 Any equipment which is purchased by the Host out of the Grant in accordance with the Budget will become the property of the Host on the understanding that it will be used for the benefit of the Grant Activities for the duration of the Grant Period.

4.2 Responsibility for the insurance and maintenance of such equipment shall remain with the Host throughout its period of ownership.

5. Insurance

The Host shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the both the Host and the Researcher, arising out of their performance of the Grant Activities and these terms, including death or personal injury, loss of or damage to property or any other loss.

6. Accounts and records

6.1 The Host must maintain separate and accurate financial records to show how the Grant has been used.

6.2 The Host shall allow RCPCH and Newlife or its representatives access to inspect or audit, both during or after the Grant Period, such records and the use of the Grant and to make copies at RCPCH's expense.

7. Monitoring and Reporting

7.1 The Host shall closely monitor the delivery and success of the Grant Activities throughout the Grant Period to ensure that the aims and objectives of the Grant Activities are being met and that these terms are being adhered to.

7.2 The Host shall provide RCPCH with a financial report and an operational report on its use of the Grant and delivery of the Grant Activities annually and in such formats as RCPCH may reasonably require (each an Interim

Report). The Host shall provide RCPCH with each Interim Report within two months of the last day of the period to which it relates.

- 7.3 Where the Host has obtained funding from a third party for its delivery of part of the Grant Activities, the Host shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 7.4 Along with its first financial report, the Host shall provide RCPCH and Newlife with a risk register and insurance review in the format provided by RCPCH.
- 7.5 The Host shall on request provide RCPCH and Newlife with such further information, explanations and documents as RCPCH may reasonably require in order for it to establish that the Grant has been used properly in accordance with these terms.
- 7.6 The Host shall permit any person authorised by RCPCH such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Host's and the Researcher's fulfilment of the conditions of these terms and shall, if so required, provide appropriate oral or written explanations from them.
- 7.7 The Host shall permit any person authorised by RCPCH for the purpose to visit the Host once every year to monitor the delivery of the Grant Activities. Where, in its reasonable opinion, RCPCH considers that additional visits are necessary to monitor the Grant Activities, it shall be entitled to authorise any person to make such visits on its behalf. The Host shall provide local transport and accommodation for such visits, the cost of which may be charged to RCPCH.
- 7.8 The Host shall provide RCPCH with a final report on completion of the Grant Period which shall confirm whether the Grant Activities has been successfully and properly completed (the Final Report).

8. Dissemination

- 8.1 RCPCH and Newlife is committed to ensuring that the results of the Research are disseminated widely and contribute to the body of scientific knowledge.
- 8.2 Subject to clauses 9 (Publicity and Acknowledgment) and 10 (Intellectual Property), the Host will publicise the results of the Research, always ensuring that such research is peer reviewed prior to it being published, publicised or disseminated.
- 8.3 The Host must obtain written approval from RCPCH and Newlife for the publication of any abstract, document or presentation relating to the Research.
- 8.4 The Host shall support the open access approach which enables researchers to make their results available freely on the internet, but at the same time protect the ownership of intellectual property right relating to publication. The Host shall pay the costs of such arrangements but shall be entitled to include such costs in the Budget.

9. Publicity and Acknowledgment

- 9.1 Any press statements associated wholly or partly with the research must be approved by RCPCH and Newlife prior to release. RCPCH may wish to participate in any such releases and will observe any embargo to publicity release. RCPCH requires proof copies of all press releases for approval, in advance of publication.
- 9.2 The Host shall co-operate with RCPCH and Newlife on fundraising and/ or publicity initiatives around the award of the Grant and the Research.
- 9.3 Any published Research, abstract, document, presentation or communication which is produced by the Host, or the Researcher as part of the Grant Activities shall acknowledge RCPCH and Newlife in a clear, and where written, legible, format which shall include a reference to RCPCH' and Newlife's name, and wherever possible, its logo, which has been shared by the parties in an agreed format.

- 9.4 The Host shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of RCPCH and Newlife as the source of the Grant.
- 9.5 RCPCH and Newlife grant the Host a non-exclusive, royalty-free and non-transferable licence for twenty years from the Commencement to use its name and logo in order for it to publicise and acknowledge the same, provided that the Host shall ensure it complies with RCPCH's brand guidelines notified to it from time to time.
- 9.6 RCPCH and Newlife may acknowledge the Host and/ or the Researcher's involvement in the Grant Activities as appropriate without prior notice.

10. Intellectual Property

- 10.1 RCPCH and Newlife wish to ensure that the useful results of research are applied for the public good. In some circumstances, this obligation may be best achieved through the protection of intellectual property and commercial exploitation.
- 10.2 The Host shall own all intellectual property arising or generated from Grant Activities (Grant IP).
- 10.3 The Host shall grant the RCPCH and Newlife a non-exclusive licence for a period of twenty years from Commencement to use the Grant IP.
- 10.4 Should the Host determine that they wish to commercially exploit elements of the Grant IP, they shall apply to RCPCH and Newlife for permission to do so as set out in 10.5 below. Should permission be granted for the exploitation of this IP ("the Arising IP"), RCPCH and Newlife will receive financial returns from the exploitation of the Arising IP, in the proportion of fifty percent (50%) to the Host/fellow and fifty percent (50%) split equally between RCPCH and Newlife.
- 10.5 The Host shall seek RCPCH and Newlife's written consent to commercially exploit the results of the Grant IP, which will not be unreasonably withheld.
- 10.6 The Host shall have procedures in place for the identification, protection, management and exploitation of Grant IP and shall notify RCPCH and

Newlife promptly of any actual, threatened or suspected infringement of any Grant IP.

- 10.7 The Host shall ensure that the Researcher and other Fellowship funded workers (including employees, students, visiting staff and sub-contractors) are employed or engaged on terms that vest Grant IP in the Host, so that it may be properly assigned to RCPCH and Newlife if the conditions set out in 13.5 arise.
- 10.8 If the Host decides not to protect, manage, exploit any Grant IP arising out of the Grant then RCPCH has a right, but not a duty to protect, manage or exploit such IP. If RCPCH decides to exercise its right, the Host shall procure that the Researcher, its employees, students and any third parties acting on its behalf carry out all acts reasonably required by RCPCH to assist RCPCH in such protection and exploitation.
- 10.9 The Host must inform RCPCH of any pre-existing arrangements relating to intellectual property which could lead to a breach of these terms or invalidate RCPCH's ownership of Grant IP.
- 10.10 The Host shall procure that the Researcher does not use materials or compounds on terms that would place restrictions on the publication of the results, or the exploitation of Grant IP.
- 13.10 The Host shall use all reasonable endeavours to ensure that 'reach through rights' have not been granted on any Grant IP funded in favour of third parties who have provided materials or compounds. RCPCH recognises that such parties often require either exclusive rights of ownership or benefits to any intellectual property arising from use of materials and compounds. In such circumstances, RCPCH and Newlife may in its discretion agree to grant a fixed term royalty- free licence to such third parties.

11. Confidentiality

- 11.1 Each party may be given access to information that is confidential and is clearly labelled as such (confidential information) from the other party in order to perform its obligations under this agreement. A party's confidential information shall not include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party; or
 - (b) was in the other party's lawful possession before the disclosure; or
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is required to be disclosed by law including the Freedom of Information Act 2000 as may be applicable for the Host, this Agreement or by any court of competent jurisdiction or by any regulatory or administrative body.
- 11.2 Each party shall hold the other's confidential information in confidence and, unless required by law, not make the other's confidential information available to any third party or use the other's confidential information for any purpose other than as required by these terms.
- 11.3 Each party shall take all reasonable steps to ensure that the other's confidential information to which it has access is not disclosed or distributed by its employees or agents in violation of these terms.
- 11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of confidential information caused by any third party.
- 11.5 Subject to clause 9 (Publicity and Acknowledgment), no party shall make, or permit any person to make, any public announcement concerning these terms without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

12. Data Protection

Both Parties will comply with all applicable requirements of and all their obligations under the General Data Protection Regulation (EU) 2016/679 (GDPR) and any national implementing laws, regulations and secondary legislation relating to data protection and privacy, as amended or updated

from time to time, in the UK, as well as any successor legislation to the GDPR and Data Protection Act 2018, as it applies to the Grant Activities.

13. Change of Host

13.1 If the Researcher wishes to move to another institution for the duration of the Grant, RCPCH must be informed in writing immediately. The Grant may not transfer with them unless agreed by RCPCH and Newlife, the Host and the new institution and subject to the new institution agreeing to be bound by these terms and any revised Award Letter.

13.2 In the event that it is agreed to transfer the Grant to another institution, the Host will, if requested by RCPCH and Newlife, transfer any equipment funded out of the Grant to the new institution. RCPCH will not be responsible for the cost of transferring the equipment to the new institution.

13.3 RCPCH and Newlife will not be obliged to provide additional grant monies as a result of the transfer of the Grant.

13.4 The Host shall cooperate fully with RCPCH and Newlife, the Researcher and their new institution to facilitate successful completion of the transfer of the Grant.

14. Limitation Of Liability

14.1 RCPCH accepts no liability for any consequences, whether direct or indirect, that may come about from the Host and/ or the Researcher carrying out the Grant Activities, the use of the Grant or from suspension or repayment of the Grant.

14.2 Subject to clause 14.3, The Host shall indemnify and hold harmless RCPCH, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Host and the Researcher in relation to the Grant Activities, the non-fulfilment of obligations of the Host or the Researcher under these terms or their obligations to third parties.

14.3 Except in the case of clause 10 (Intellectual Property), each parties' liability under these terms is limited to the total amount of the Grant.

15. Termination

15.1 RCPCH may terminate the Grant and these terms on two months' notice if either the Researcher or the Host fail to comply with their obligations contained within this Agreement and any failure (if capable of being remedied) remains unremedied for thirty days after notice is served by RCPCH.

15.2 RCPCH may terminate the Grant and these terms immediately on notice:

- (a) if the Researcher or Host do anything which in the reasonable opinion of RCPCH brings or is likely to bring the name or reputation of RCPCH or Newlife into disrepute;

or if any of the following events occur (each a Material Event):

- (b) The Host becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- (c) The Host ceases to operate a substantial part of its activities, merges, amalgamates or is subject to a change of underlying control;
- (d) The Host is subject to any investigation, inquiry or warning instigated or issued either by HM Revenue and Customs, or any regulatory body to whom it is subject; or
- (e) A third party, who has agreed to fund the Grant Activities terminates it agreement to pay funds to RCPCH, or is subject to one of the events listed 15.2(b) to 15.2(d) as if it applied to that third party.

15.3 Either party may terminate this agreement in accordance with clause 17.4 following a Force Majeure Event.

15.4 The following clauses will survive termination of these terms:

- (a) **Error! Reference source not found.** (Use of Grant);
- (b) 6 (Accounts and Records);
- (c) 9 (Publicity and Acknowledgment);
- (d) 10 (Intellectual Property);
- (e) 11 (Confidentiality);
- (f) 12 (Data Protection);
- (g) 14 (Limitation of Liability);
- (h) 20 (Third Party Rights);
- (i) 21 (Notices); and
- (j) 22 (Governing Law and Jurisdiction).

16. Suspension and Repayment of the Grant

16.1 RCPCH's intention is that the Grant will be paid to the Host in full. However if these terms are terminated in accordance with clause 15.1, RCPCH will not be required to pay the Host any part, instalment or reimbursement of the Grant which relates to a period after such termination. On such termination, it will not seek to recover repayment of the Grant.

16.2 However, and without prejudice to RCPCH's other rights and remedies, RCPCH may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Host or the Researcher use the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Grant Activities does not start within six months of the Commencement and the Host and the Researcher have failed to provide RCPCH with a reasonable explanation for the delay;
- (c) RCPCH considers that the Researcher has not made satisfactory progress with the delivery of the Grant Activities;
- (d) the Researcher is, in the reasonable opinion of RCPCH, delivering the Grant Activities in a negligent manner;
- (e) the Host obtains duplicate funding from a third party for the Grant Activities;

- (f) the Host obtains funding from a third party which, in the reasonable opinion of RCPCH, undertakes activities that are likely to bring the reputation of the Grant Activities or RCPCH into disrepute;
 - (g) the Host provides RCPCH with any materially misleading or inaccurate information; or
 - (h) there is a Material Event.
- 16.3 RCPCH and Newlife may retain or set off any sums owed to it by the Host which have fallen due and payable against any sums due to the Host under these terms.
- 16.4 Should the Host be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Grant Activities or compliance with these terms, it will notify RCPCH and Newlife as soon as possible so that, if possible, and without creating any legal obligation, RCPCH will have an opportunity to provide assistance in resolving the problem or to take action to protect RCPCH and the Grant.
- 17. Force Majeure**
- 17.1 Any circumstance not within a party's reasonable control including but not limited to the following shall be a force majeure event (a Force Majeure event):
- (a) acts of God, flood, drought, earthquake or other natural disaster;
 - (b) epidemic or pandemic;
 - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - (d) nuclear, chemical or biological contamination or sonic boom; and
 - (e) collapse of buildings, fire, explosion or accident.
- 17.2 Provided it has complied with clause 17.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under these terms by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of these terms or otherwise liable for any such failure or delay in

the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

17.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under these terms; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than six weeks, the party not affected by the Force Majeure Event may terminate these terms by giving one months' written notice to the Affected Party.

18. Assignment

The Host may not, without the prior written consent of RCPCH, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of these terms or, except as contemplated as part of the Grant Activities for the engagement with the Researcher and associated staff, transfer or pay to any other person any part of the Grant.

19. Entire Agreement

These terms (as amended by any Award Letter) constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

20. Third Party Rights

No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

21. Notices

All notices and other communications in relation to these terms shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant parties, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

22. Governing Law and Jurisdiction

- 22.1 These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 22.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms or their subject matter or formation (including non-contractual disputes or claims).