

The Academy of Medical Sciences GCRF Networking Grant Conditions

These Grant conditions, together with the accompanying Award Letter and Grant Acceptance Form, set out the terms and conditions on which the Grant is made ("**Grant Conditions**") by the Academy to the UK Host Institution, the Overseas Host Institution, the Lead Applicant and the Co-Applicant in relation to the award of the GCRF Networking Grant to the Applicants. The purpose of the Grants is to facilitate inter-disciplinary partnerships between researchers in the UK and researchers in developing countries. These partnerships aim to develop high quality inter-disciplinary and innovative applications to address global challenges faced by developing countries, for submission to GCRF and other funding programmes.

The Host Institutions must ensure that the Applicants are aware of and comply with these Grant Conditions.

Definitions can be found at paragraph 14.

1. Employment

- i The Overseas Host Institution is the Lead Applicant's employer in relation to the Grant and the UK Host Institution is the Co-Applicant's employer in relation to the Grant.
- ii For the avoidance of doubt, the Academy does not employ either the Lead Applicant or the Co-Applicant.
- iii The Applicants and Host Institutions shall at all times comply with the Equality Act 2010 in relation to the expenditure of the Grant.

2. Purposes for which the Grant can be applied

- i The Host Institutions and Applicants must ensure that the Grant is used to fund Eligible Costs only.
- ii The following are Eligible Costs which may be covered by the Grant:
 - Up to £5,000 can be used to cover research consumable expenses for pilot experiments, archival research or fieldwork;
 - Costs associated with networking activities e.g. accommodation, room hire and catering;
 - Travel and subsistence costs which respect local conditions (covering costs of international travel, visa costs and local travel);
 - Administrative support to deliver the networking activities;
 - Technical support access at the university/institute level (e.g. accessing existing data management, statistical support services or archives available at the university/institute); and
 - Use of animals (this should cover the cost of license fees, handling fees, procedure costs and animal purchase costs).
- iii A proportion of the travel and subsistence costs may be used to support the Lead Applicant to travel to visit the UK Host Institution or other partner countries in the Network. These visits must be for the purpose of developing the Network, which may include transferring skills and training.
- iv The Grant cannot be used to pay:
 - any part of any salaries;

- for the training of any UK-based researchers;
- computer & equipment costs;
- bench fees;
- conference fees;
- departmental & institutional costs;
- overhead charges;
- membership charges;
- subscription costs;
- medical insurance;
- excess baggage costs; or
- expenses relating to accompanying dependents.

3. Research practice

- i. The Host Institutions shall each endorse the commitments of the Concordat to Support Research Integrity (to be found using the link below) and confirm that they each have in place formal procedures for governing good research practice and for handling and reporting allegations of scientific fraud or research misconduct.
<http://www.universitiesuk.ac.uk/policy-and-analysis/reports/Documents/2012/the-concordat-to-support-research-integrity.pdf>
- ii. The Academy supports a number of other Concordats and the Host Institutions will review and consider these Concordats and, where possible, will endorse their commitments. When the Academy endorses any new Concordat it will be available on the Academy's website and the Academy will inform the Host Institutions and the Host Institutions will, where possible, also endorse its commitments. (<https://acmedsci.ac.uk/grants-and-schemes/grant-schemes/information-for-awardees/policies-and-concordats-for-awardees>)
- iii. Before the project commences, the UK Host Institution shall require the Overseas Host Institution to sign the agreement set out in the Appendix to these Grant Conditions (the "**Agreement**") and return it to the UK Host Institution before the UK Host Institution transfers any part of the Grant payment to the Overseas Host Institution and before the research funded by the Grant commences. The Agreement confirms that, for the duration of the Grant Period:
 - All the necessary legal and regulatory requirements in order to conduct the research in the Overseas Host Institution's country of residence have been met and that all the necessary licences and approvals have been obtained. Where any element of the research funded by the Grant is to be conducted outside the Overseas Host Institution's country of residence, such legal and regulatory requirements and such licences and approvals obtained should include those applicable in the additional countries in which the research is taking place (including, if relevant, the UK).
 - Research involving the use of animals complies at all times with the relevant laws and regulation in the country in which the research is taking place. Any element of research funded by the Grant that is conducted outside the United Kingdom must, as a minimum standard, be conducted in accordance with the principles of UK legislation (Animals (Scientific Procedures) Act 1986). The Overseas Host Institution will use its reasonable endeavours to meet the commitments of the Concordat on Openness on Animal Research in the UK (to which the Academy is a signatory) and will comply with any reasonable requirements which the Academy may make in this regard.
 - Where research funded by the Grant will include the use of higher animals, or include unusual procedures in research, the Award Letter will include supplementary conditions that require Applicants to report specifically on the use of animal as part of their research.

- Formal written procedures are in place for managing the process for obtaining any necessary or appropriate ethical approval in their respective jurisdictions for the research funded by the Grant.
- All the activities funded by the Grant are at all times conducted in accordance with all applicable laws, regulations, codes of practice and guidelines including, amongst others, those relating to:
 - employment;
 - health and safety;
 - data protection;
 - clinical practice; and
 - the research governance framework.

Under the governance framework, the Overseas Host Institution will act as the sponsor to the research supported by the Grant.

- iv. The UK Host Institution must have obtained any licences required and ensure it has complied with all legal and regulatory requirements for any part of the research that may be conducted in the UK, to be undertaken. The UK Host Institution must also have formal written procedures in place to manage the process for obtaining any necessary or appropriate ethical approval in the UK for any research funded by the Grant, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Grant Period.

4. Due Diligence checks

- i. Once the UK Host Institution has received the Grant from the Academy, but before the UK Host Institution pays out any part of the Grant to the Overseas Host Institution, the UK Host Institution shall undertake appropriate financial and non-financial due diligence on the Overseas Host Institution and the Lead Applicant, according to the UK Host Institution's usual policy. The Academy recommends to include checking the following:

- organisational policies;
- stability and financial health of organization;
- experience and amount of staff to manage the Grant;
- supporting systems to manage the Grant;
- ability to report on use of funds, ability to evidence payments and transfers;
- timeliness of payments;
- whether the Grant is the only source of funding;
- independent sources of assurance;
- legal status of organisation;
- history of the organisation;
- country of the organisation;
- ethics;
- health and safety standards;
- anti-bribery and corruption;
- reputational risk; and
- designated persons, terrorism and terrorist financing or proscribed organisations lists:

<https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2>

<https://www.gov.uk/government/publications/current-list-of-designated-persons-terrorism-and-terrorist-financing>

- ii. Once the UK Host Institution has undertaken the due diligence it considers appropriate on the

Overseas Host Institution and the Lead Applicant, the UK Host Institution shall inform the Academy that the due diligence on the Overseas Host Institution and the Lead Applicant has been completed and whether, as a result, the Overseas Host Institution and the Lead Applicant are considered to be a suitable recipients for the Grant.

- iii. If, following completion of the due diligence, the UK Host Institution considers that the Overseas Host Institution and the Lead Applicant are suitable recipients of the Grant, it shall make the Grant payment in accordance with these Grant Conditions and inform the Academy accordingly.
- iv. If the UK Host Institution considers that the Overseas Host Institution and/or the Lead Applicant are not suitable Grant recipients, it shall return the Grant to the Academy. The Academy shall then inform the Host Institutions and Applicants in writing, pursuant to paragraph 10(x), that the Grant is terminated with immediate effect.
- v. The Academy may request a copy of any due diligence checks undertaken by the UK Host Institution in accordance with these Grant Conditions, at any time.

5. Audit

- i. The control of expenditure to be funded by the Grant must be governed by the normal standards and procedures of the respective Host Institutions and must be covered by any formal audit arrangements that exist in the respective Host Institutions. This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment. The UK Host Institution must undertake all appropriate due diligence on the Overseas Host Institution and the Lead Applicant and must provide a copy of such due diligence to the Academy on request.
- ii. The Academy shall have the right to request from either or both of the Host Institutions, at any time, any financial information in respect of the Grant or the activities it supports; and/or to ask for confirmation from the external auditors of either or both of the Host Institutions, that the external auditors have signed their opinion on the annual accounts of the Host Institutions without qualification; and the management letter from the auditors raises no matters that did or could significantly affect the administration of the Grant. If the auditors have raised any such matters in their management letter, the Academy may require the relevant Host Institution to provide it with relevant extracts from the letter.
- iii. The Host Institutions must each provide access to accounting and other records relating to the Grant and the activities funded by it for auditors and other personnel from or appointed by the Academy at any time (at the Academy's expense), if requested. Where elements of expenditure under the Grant have been subcontracted, the Host Institutions shall ensure that the right of access extends to the accounts and records, of any such subcontractor relevant to the management of the Grant.
- iv. The Academy shall have the right, at its discretion and expense, to audit (directly or via third parties engaged by it) the Grant, income and expenditure in relation to the activities funded by the Grant, the activities funded by the Grant and/or the systems used by the respective Host Institutions to administer the Grant at any time.
- v. The Host Institutions should each maintain a separate accounting cost code specific to the Grant, and all costs and income properly relating to the Grant should be accounted for through that cost code. The Host Institutions should each ensure that appropriate records are kept to support the entries made on the cost code.

6. Administration

- i. Payment of the Grant will not be made by the Academy to the UK Host Institution until the Applicants and both Host Institutions have formally accepted the Grant and these Grant Conditions by returning the signed and dated the Grant Acceptance Form to the Academy.
- ii. Where the Overseas Host Institution is required to enter into an Agreement with the UK Host Institution in accordance with paragraph 3(iii) of these Grant Conditions, payment of the Grant will not be made by the UK Host Institution to the Overseas Host Institution until the Overseas Host Institution has returned the signed and dated Agreement to the UK Host Institution. The UK Host Institution will send a copy of the signed and dated Agreement to the Academy upon request.
- iii. The Host Institutions must ensure that the Grant is used for the purposes for which it is awarded.
- iv. The Host Institutions must ensure that adequate and appropriate resources are provided to support the Applicants to achieve what is proposed in the Award Letter.
- v. The Grant offer should be accepted and activated by 31 October 2019. If this is not the case the Host Institutions and Applicant must seek and receive (from the Academy) written approval for an extension of the Grant offer.
- vi. There will be one payment of the Grant, which will normally be made within 30 days of the signed and dated Grant Acceptance Form (signed by both Applicants and both Host Institutions) being returned to the Academy.
- vii. The Host Institutions and the Applicants will be required to report their respective outputs from the Grant through the Academy's reporting system when contacted at the end of the Grant and for up to three years thereafter. This will help the Academy to assess the impact of the Grant in the longer term and assist in the development of further grant schemes.
- viii. The Academy may at any time require the Host Institutions and the Applicants to report in a timely manner on the progress of their activities and/or to provide information about the date, time and location of the events being funded by the Grant. The Lead Applicant will allow the Academy's staff, Fellows or nominees to attend the events or activities being funded by the Grant.
- ix. The Academy may at any time require the Host Institutions and the Applicants to respond to any questions that the Academy or BEIS may have about the activities being funded by the Grant. The Host Institutions and the Applicants must respond in a timely manner and in any event within five working days.
- x. The Host Institutions and the Applicants must submit a Final Expenditure Report, as required by the Academy, within three months of the end of the Grant Period or, in the case of earlier termination pursuant to paragraph 10 of these Grant Conditions, within three months of the date on which the Grant is terminated.
- xi. In the event that submission of the Final Expenditure Report and/or report on the Grant outputs is delayed, further applications from the Lead Applicant or the Host Institutions for Academy funding will not be accepted until all outstanding reports have been received, unless the Academy agrees otherwise.
- xii. The output report must be approved, and the Final Expenditure Report must be signed by, the head of the department of both Host Institutions.
- xiii. In the event that the Lead Applicant does not spend the full amount of the Grant within the Grant Period, the Lead Applicant may apply to the Academy for a no-cost extension. Within 30 days of the Academy either rejecting the Lead Applicant's application for an extension, or if any part of the Grant remains outstanding at the end of any agreed extension to the Grant Period, the Overseas Host Institution must repay all unspent sums to the UK Host Institution which must, in turn, repay such sums to the Academy.

- xiv. The completed Final Expenditure Form represents the final statement of expenditure of the Grant. The Academy is not obliged to make any further payments in respect of the Grant once it has received such report.
- xv. If any amount of the Grant is not applied for Eligible Costs, or otherwise in accordance with these Grant Conditions, the UK Host Institution agrees to repay such amount promptly to the Academy.

7. Publication and publicity

- i. Any outputs produced by either of the Applicants which are funded by the Grant should be published in an appropriate form, usually as papers in a peer-reviewed journal.
- ii. The publication or release of such outputs may be reasonably delayed to enable protection of any intellectual property. The identification, protection, management and exploitation of intellectual property is subject to paragraph 8 on 'Intellectual property and commercial activities'.
- iii. The Academy is committed to the widest possible dissemination of Grant outputs. All Grant outputs that have been accepted for publication in a peer review journal must be made open access, in line with the Academy's [Open Access Policy](#). To assist in tracking the outputs to which they have contributed either wholly or in part, the UK National Academies and the GCRF must be acknowledged in all publications. When acknowledgements include logos, the Academies and GCRF logos must be displayed in accordance with the GCRF branding guidelines which are available from the Academy on request.
- iv. The Host Institutions and Applicants must consult with the Academy prior to any press statements that may be issued about the Grant or the outputs from the activities funded by the Grant.

8. Intellectual property and commercial activities

- i. The Host Institutions shall develop and implement joint strategy and procedures for the identification, protection, management and exploitation of intellectual property arising from activities undertaken which are funded by this Grant ("IP").
- ii. Unless otherwise agreed in writing between the Host Institutions, all and any IP arising from any research funded by the Grant is owned by the Overseas Host Institution. The rights and mechanisms for exploiting such IP shall rest with the Host Institutions in the manner set out in a formal collaboration agreement, to be agreed between the Host Institutions (the "**Collaboration Agreement**"). Should any provisions of a Collaboration Agreement conflict with these Grant Conditions or the Award Letter, the terms of the Grant Conditions or the Award Letter shall prevail.
- iii. The UK Host Institution shall send a copy of any Collaboration Agreement entered into pursuant to these Grant Conditions, signed by both Host Institutions, to the Academy within one calendar month of the date of the Collaboration Agreement.
- iv. Arrangements for collaboration and/or exploitation must not prevent the future progression of research and the dissemination of research results in accordance with UK academic custom and practice. A temporary delay in publication is acceptable in order to allow commercial and collaborative arrangements to be established.
- v. Any Collaboration Agreement entered into pursuant to these Grant Conditions shall include a right for the Academy to require the Overseas Host Institution to grant it a licence to exploit any IP arising from the Grant so that the Academy can arrange for it to be exploited for the wider benefit, should the Academy consider, in its absolute discretion, that such IP is not being (or is not able to be) properly exploited by the Host Institutions

- under the Collaboration Agreement.
- vi. Any Collaboration Agreement shall provide for suitable recognition of and reward for the Lead Applicant (and, if applicable, the Co-Applicant) and any other researchers who undertake activities that deliver benefit through the application of research outcomes. The Host Institutions must ensure that all those associated with the research are aware of, and accept, these arrangements.

9. Limitation of liability

The Academy accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the activities funded by the Grant. The Academy will not indemnify either of the Host Institutions, either of the Applicants or any other person working on the Grant (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the respective Host Institutions may be liable as an employer or otherwise or for which any such person may be liable.

10. Variation and termination

- i. The Academy reserves the right to amend these Grant Conditions at any time. You will be notified of any changes to the Grant Conditions either by an email to you or on the Academy's website.
- ii. In the event of any conflict between the provisions of these Grant conditions as amended from time to time, and the Award Letter, the provisions of the Award Letter will take precedence.
- iii. The Host Institutions (or either of the Applicants, if appropriate) must inform the Academy without delay of any change to the status of either of the Host Institutions or of either of the Applicants which might affect their ability to comply with these Grant Conditions.
- iv. The Academy may immediately cease to make Grant payments should the Development Assistance Committee at any time judge that any part of the project funded by the Grant does not comply with Overseas Development Assistance rules.
- v. The Applicants and the Host Institutions must inform the Academy as soon as practicable of any significant divergence from:
- the agreed aims and expected outputs of the Grant; and/or
 - the agreed expenditure allocation breakdown as set out in the Award Letter.
- vi. In the case of research involving the use of animals, the Applicants and the Host Institutions must inform the Academy of any significant increase to the number of animals originally funded by the Grant.
- vii. A Grant will not normally be terminated if the Lead Applicant's contract of employment with the Overseas Host Institution is terminated, unless the Grant is not transferred to a new host institution agreed by the UK Host Institution and the Academy.
- viii. A Grant will not normally be terminated if the Co-Applicant's contract of employment with the UK Host Institution is terminated, unless the Grant is not transferred to a new host institution agreed by the UK Host Institution and the Academy.
- ix. The Academy may, in its absolute discretion, suspend and/or terminate the Grant at any time if the Academy does not consider that the Grant outputs as described in the Award Letter will be met.
- x. The Academy reserves the right, in its absolute discretion, to terminate the Grant with immediate effect by sending written notice of the termination to the Applicants and to the Host Institutions.

- xi. In the event that the Academy's public funding is reduced or withdrawn by Government, or if the Academy should enter into administration, the Academy reserves the right to terminate the Grant with immediate effect. The Host Institutions each agree to fully indemnify the Academy in respect of any claims brought against the Academy in this regard.
- xii. If the Academy terminates the Grant under sub-clauses ix, x or xi of this paragraph 10, the Host Institutions agree to repay to the Academy any part of the Grant that has not been disbursed or expended in accordance with these Grant Conditions on the date on which the Academy notifies the Host Institutions that the Grant is terminated with immediate effect.

11. Miscellaneous

The Host Institutions shall be jointly and severally liable for complying with the obligations under this Agreement.

12. Data Protection

Information about how the Academy will use your personal data can be found in the [Privacy Policy](#).

13. Governing law and jurisdiction

These Grant Conditions shall be governed by and construed in accordance with English law. The Host Institutions and the Applicants each agree to irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with these Grant Conditions.

14. Definitions

the Academy

The Academy of Medical Sciences, a charity registered in England with number 1070618 and a company registered in England with number 3520281.

the Agreement

The agreement set out in the Appendix to these Grant Conditions to be signed by the Overseas Host Institution in accordance with paragraph 3(iii) of these Grant Conditions.

Applicants

The Lead Applicant and the Co-Applicant as specified in the application form and the Award Letter.

Award Letter

The letter from the Academy to the Applicants confirming the offer of a Grant.

BEIS

The UK Government Department for Business, Energy and Industrial Strategy (or as it may be renamed from time to time).

Co-Applicant

The UK researcher who is the Lead Applicant's co-applicant as specified in the application form.

Collaboration Agreement

The agreement to be entered into by the Host Institutions in relation to the IP arising from any research funded by the Grant.

Concordat

Any Concordat or Declaration or similar joint statement of principles which the Academy may from time to time endorse, a full list of which is set out on its website. At the date of this Grant, these include:

- Concordat on Openness on Animal Research in the UK
- Declaration on Research Assessment
- The Concordat to Support Research Integrity
- The Concordat to Support the Career Development of Researchers
- The Concordat for Engaging the Public with Research

Development Assistance Committee (DAC):

A unique international forum of many of the largest funders of aid, which promotes policies that will improve the economic and social wellbeing of people around the world.

Eligible Costs

Costs which are permitted to be funded out of the Grant, set out in paragraph 2(ii) of these Conditions.

Final Expenditure Report

Form on which the Host Institutions and Lead Applicant report on the expenditure of the Grant, including:

1. A comparison of
 - i. Actual expenditure of the Grant
 - ii. The total amount awarded by the Academy in respect of the Grant
2. An explanation for any variances between 2i) and 2ii) above as requested by the Academy.
3. Any further information that the Academy requests from the Host Institutions, including the extent of its compliance with any Concordat.

Global Challenges Research Fund (GCRF)

Is a government initiative that aims to support cutting-edge research that addresses the challenges faced by developing countries, and forms part of the UK's Official Development Assistance Commitment.

Grant

The grant described in the Award Letter.

Grant Period

The period of one calendar year from the date of the payment of the Grant to the UK Host Institution, or 30 September 2020, whichever is the earlier.

Host Institutions

The UK Host Institution and the Overseas Host Institution.

Intellectual property (IP)

Includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how.

Lead Applicant

The overseas researcher who is employed by the Overseas Host Institution and completed the application as the lead applicant.

Network

The network of named individuals and institutions described in the Applicant's Grant application.

Overseas Host Institution

The overseas university, institution, research council or other body which employs the Lead Applicant.

UK Host Institution

The UK University, institution, research council or other body which will administer the Grant and which employs the Co-Applicant and which will be accountable to the Academy in accordance with these Grant Conditions.

UK National Academies

The Academy, the British Academy, the Royal Academy of Engineering and the Royal Society.

APPENDIX

THE AGREEMENT

(1) **UK HOST INSTITUTION** (the “UK Host”);

Name _____

Address _____

Company/Charity/Other registration number _____

(2) **OVERSEAS HOST INSTITUTION** (the “Overseas Host”);

Name _____

Address _____

Company/Charity/Other registration number _____

together referred to as the parties.

Background

- (A) The parties have signed a Grant Acceptance Form dated [] (the “GAF”) agreeing to accept the GAF, the Award Letter and the GCRF Networking Grant terms and conditions of grant (together referred to as the “Grant Terms and Conditions”).
- (B) Paragraph 3 of the Grant Terms and Conditions requires the UK Host to require the Overseas Host to sign an agreement in this form, as set out in the Appendix to the Grant Terms and Conditions, and return it to the UK Host before the activities funded by the Grant commence (the “Agreement”).

The parties agree as follows:

In consideration for the UK Host adhering to its obligations to administer the Grant as set out in the Grant Terms and Conditions, the Overseas Host confirms to the UK Host that, for the duration of the Grant Period:

1. All the necessary legal and regulatory requirements in order to conduct the research in the Overseas Host’s country of residence have been met and that all the necessary licenses and approvals have been obtained. Where any element of the research funded by the Grant is to be conducted outside the Overseas Host’s country of residence, such legal and regulatory requirements and such licenses and approvals obtained should include those applicable in the additional countries in which the research is taking place (including, if relevant, the UK).
2. Research involving the use of animals complies at all times with the relevant laws and regulation in the country in which the research is taking place. Any element of research funded by the Grant that is conducted outside the United Kingdom must, as a minimum

standard, be conducted in accordance with the principles of UK legislation (Animals (Scientific Procedures) Act 1986). The Overseas Host will use its reasonable endeavors to meet the commitments of the Concordat on Openness on Animal Research in the UK (to which the Academy is a signatory) and will comply with any reasonable requirements which the Academy may make in this regard.

3. Research involving human participants complies at all times with the principles outlined in the Declaration of Helsinki, the Nuremberg Code, and the Council for International Organizations of Medical Sciences (CIOMS) guidelines, all of which set out requirements with regard to the rights and safety of research participants and standards for research design and conduct.
4. It has formal written procedures in place for managing the process for obtaining any necessary or appropriate ethical approval in their respective jurisdictions for the research funded by the Grant.
5. All the activities funded by the Grant are at all times conducted in accordance with all applicable laws, regulations, codes of practice and guidelines including relevant in the Overseas Host's country including, amongst others, those relating to:
 - (a) employment;
 - (b) health and safety;
 - (c) data protection;
 - (d) clinical practice; and
 - (e) the research governance framework (if any).

All definitions used in this Agreement have the same meaning as in the Grant Terms and Conditions.

Signed for and on behalf by the UK Host Institution:

Name of Authorised Signatory:

Date:

Signed for and on behalf by the Overseas Host Institution:

Name of Authorised Signatory:

Date: