

## The Academy of Medical Sciences Newton International Fellowship

### Grant Conditions

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These Grant Conditions, together with the accompanying Award Letter set out the terms and conditions on which the Grant is made by the Academy to the UK Host Institution (referred to as the "Host Institution") in relation to the award of the Newton International Fellowship to the Applicant to undertake research at the Host Institution.

The Host Institution must ensure that the Applicant and the UK Co-Applicant are aware of and comply with these Grant Conditions.

Definitions can be found at paragraph 12.

#### 1. Employment

The Applicant will be hosted by the Host Institution as a visiting researcher. For the avoidance of doubt, neither the Academy nor the Host Institution is the Applicant's employer with respect to the Grant.

The subsistence stipend received by the Applicant as part of the Grant is not liable to tax in the UK. It is the sole responsibility of the Applicant to pay any taxes due on the subsistence stipend they receive under the Grant.

#### 2. Research practice

- i The Host Institution shall endorse the commitments of the Concordat to Support Research Integrity (to be found using the link below) and confirm that it has 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/highereducation/Documents/2012/TheConcordatToSupportResearchIntegrity.pdf>
- ii. The Academy supports a number of other Concordats and the Host Institution will review and consider these Concordats and, where possible, will endorse their commitments. When the Academy endorses any new Concordat it will inform the Host Institution and the Host Institution will, where possible, also endorse these commitments.  
(<http://www.acmedsci.ac.uk/careers/funding-schemes/grants-management/concordats-and-grants-policies/>)
- iii. The Host Institution must ensure that before the research funded by the Grant commences and during the full Grant Period, all the necessary legal and regulatory requirements in order to conduct the research are met, and 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 UK, such legal and regulatory requirements and such licences and approvals should include those applicable in the additional countries in which the research is taking place.
- iv. The Host Institution must ensure that research involving the use of animals complies at all times with the relevant laws and regulations 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).

- v. The 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.
- vi. The Host Institution must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for the 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.
- vii. The Host Institution shall ensure that 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:
  - health and safety;
  - data protection;
  - clinical practice; and
  - the research governance framework.

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

- viii. The Host Institution and Applicant must ensure that the Grant is used for developing and training the Applicant and developing the research capacity in the Applicant's country of origin through collaboration.

### **3. Audit**

- i. The control of expenditure to be funded by the Grant must be governed by the normal standards and procedures of the Host Institution and must be covered by any formal audit arrangements that exist in the Host Institution. This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.
- ii. The Academy shall have the right to request from the Host Institution, 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 the Host Institution, that the external auditors have signed their opinion on the annual accounts of the Host Institution 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 Host Institution to provide it with relevant extracts from the letter.
- iii. The Host Institution must 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. Such access must include the right to inspect any equipment or facilities acquired or funded under the Grant. Where elements of expenditure under the Grant have been subcontracted, the Host Institution shall ensure that the right of access extends to the accounts, records, equipment and facilities 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 and/or the systems used by the Host Institution to administer the Grant at any time.

- v. The Host Institution should 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 Institution should ensure that appropriate records are kept to support the entries made on the cost code.

#### **4. Administration**

- i. Payment of the Grant will not be made by the Academy to the Host Institution until the Applicant and the Host Institution have each formally accepted the Grant and the conditions under which it is awarded by:
  - for the Applicant, logging onto e-GAP as directed in the Award Letter and accepting the Grant on the conditions under which it has been awarded; and
  - for the Host Institution, by emailing the Academy at the address provided for the purpose in the Award Letter to confirm that it accepts the Grant conditions set out in the Award Letter and these terms and conditions.

and provided that the Applicant and Host Institution have each returned the IP Agreement to the Academy duly executed.

- ii. The Host Institution must ensure that the Grant is used for the purposes for which it is awarded.
- iii. The Host Institution must ensure that adequate and appropriate resources are provided to support the research project funded by the Grant as described in the Award Letter.
- iv. The Grant offer should be accepted and activated by both the Applicant and by the Host Institution in accordance with 4i above by the date stated in the award email. If the Grant is not accepted by this date, the Grant offer will terminate unless the Host Institution and Applicant request and receive (from the Academy) written approval for an extension of the Grant offer.
- v. Payment of the Grant will normally be made quarterly and in arrears.
- vi. The Host Institution and the Applicant must make Annual Researchfish Research Output Submissions by reporting on their progress by 31 March every year via Researchfish ([www.researchfish.com](http://www.researchfish.com)), an online research reporting tool. The annual submission window will be from mid January to end-March each year. The final mandatory Annual Researchfish Research Output Submission must be made within the submission window that falls after the end date of the project (e.g. if the Grant end date is 31 Sep 2017, the final mandatory Annual Researchfish Research Output Submission will be mid January to end-March 2018). The submission may require the Host Institution and the Applicant to confirm how they are complying with the commitments set out in the Concordats. A Final Expenditure Report must be submitted within three months of the end of the Grant Period, as required by the Academy.
- vii. The Academy requests that the Applicant continues to make Annual Researchfish Research Output Submissions for three years beyond the lifetime of the Grant, on a voluntary basis. This will help the Academy to assess the impact of the scheme in the longer term and potentially help to develop new schemes.
- viii. The Academy has the right to seek reimbursement in the event an overpayment of the Grant is made to the Host Institution, including by setting such overpayment off against payments due under other Academy grant programmes to the Host Institution. The Academy also has a right to refuse applications from the Host Institution where it is concerned about an aspect

- of any Final Expenditure and Annual Researchfish Research Output Submissions or in the event of non-delivery of such reports.
- ix. In the event that submission of the Final Expenditure and Annual Researchfish Research Output Submissions is delayed, further applications from the Applicant or the Host Institution for Academy funding will not be accepted until such Report/Submission has been received, unless the Academy agrees otherwise.
  - x. Annual Researchfish Research Output Submissions must be approved, and the Final Expenditure Report must be signed by, the head of the department of the Host Institution in which the Grant is held. In the event that the Applicant completes the activities funded by the Grant without spending the full amount of the Grant, the Host Institution must repay to the Academy:
    - all unspent sums (including the Applicant's stipend and allowance for research expenses); and
    - a pro rata amount of the sum paid to the Host Institution towards its costs of hosting the Applicant, calculated by the number of whole months early which the Applicant has completed their activities funded by the Grant;and the Academy will not be obliged to make any further payments to the Host Institution in respect of the Grant.
  - xi. The completed Final Expenditure and Final Annual Researchfish Research Output Submission received by the Academy represent 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.
  - xii. If any amount of the Grant is not used in accordance with the conditions under which the Grant is awarded, the Host Institution agrees to repay such amount promptly to the Academy.

## **5. Equipment**

- i. The Host Institution must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant ("Equipment") is acquired by it using these procedures.
- ii. The Host Institution must ensure that Equipment is appropriately insured and maintained throughout its useful life.
- iii. Equipment purchased by the Host Institution Department must be specifically for the purposes of the Applicant's research. Written permission from the Academy must be obtained to use the Equipment for any other purpose (including to charge, hire, lend or dispose of it) during the Grant Period.
- iv. After the research project funded by the Grant has ended, the Host Organisation is free to use the Equipment purchased for less than £10,000 (Ten Thousand Pounds) (gross) without reference to the Academy, but it is nevertheless expected to maintain it for research purposes for as long as is practicable.
- v. If the Host Institution wishes to purchase any Equipment which costs in excess of £10,000 (Ten Thousand Pounds) (gross), the Host Institution must, BEFORE any Equipment is purchased, request written consent for such a purchase from the Academy. Any request to purchase Equipment must include the following information:
  - the purpose of the Equipment the Host Institution would like to purchase;
  - the price for which such Equipment would be purchased (including any taxes thereon);

- the estimated life of the Equipment; and
  - the estimated value of the Equipment at the end of the Grant Period.
- vi. The Academy shall then direct the Host Institution, in writing, whether and how:
- the Host Institution is required to contribute to the purchase price of the Equipment; and
  - the Equipment may be used and retained by the Host Institution at the end of the Grant Period.

## **6. Publication and publicity**

- i. The findings from research 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 findings may be reasonably delayed to enable protection of any intellectual property. The identification, protection, management and exploitation of intellectual property is subject to paragraph 7 on 'Intellectual property and commercial activities'.
- iii. The Academy is committed to the widest possible dissemination of research outputs through the awards it supports. All papers that have been accepted for publication in a peer review journal, and are supported in whole or in part by the Grant, must be made open access, in line with the Academy's [Open Access Policy](#).
- iv. To assist in tracking the outputs of research to which they have contributed either wholly or in part, Academy and the Newton Fund must be acknowledged in all publications. When acknowledgements include logos, both the Academy and Newton Fund logos must be displayed in accordance with the branding guidelines provided by the Academy from time to time.
- v. The Host Institution and Applicant must consult with the Academy on any press statements that may be issued about the Grant or the findings from the activities funded by the Grant.

## **7. Intellectual property and commercial activities**

- i. The Academy intends that the ownership of all and any intellectual property rights arising from research undertaken by the Applicant which has been funded by the Grant ("Grant IP") shall be vested in the Host Institution. The Host Institution agrees to take all and any such steps as are necessary in order to vest the ownership of all and any such Grant IP in the Host Institution.
- ii. The Host Institution shall develop and implement a strategy and procedures for the identification, protection, management and exploitation of Grant IP.
- iii. Arrangements for exploitation of Grant IP 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.
- iv. The Host Institution hereby confers on the Academy the right to require the Host Institution to grant it a licence to exploit (or arrange for a third party to exploit) any Grant IP should the Academy consider, in its absolute discretion, that such Grant IP is not being (or is not able to be) properly exploited by the Host Institution.

- v. Any arrangement for the exploitation of Grant IP must provide for suitable recognition of and reward for the Applicant (and, if applicable, the UK Co-Applicant) and any other researchers who undertake activities that deliver benefit through the application of research outcomes.
- vi. The Host Institution must ensure that all those associated with the research are aware of, and accept, these arrangements.

## **8. 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 the Host Institution, any Applicant or any other person working on the Grant (including employees, students, visiting fellows and subcontractors of the Host Institution) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Host Institution may be liable as an employer or otherwise or for which any such person may be liable.

## **9. Variation and termination**

- i. The Academy reserves the right to amend these Grant Conditions, any terms and conditions in the Award Letter and the Policies and Positions for Grants. Any change to the Grant Conditions or the Policies and Positions for Grants will be notified 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 of the Award Letter, the provisions of the Award Letter will take precedence.
- iii. The Host Institution (or the Applicant or UK Co-Applicant if appropriate) must inform the Academy without delay of any change to the status of either the Host Institution or the Applicant 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 does not comply with Overseas Development Assistance rules with respect to the research activities undertaken with the Grant.
- v. The Applicant must inform the Academy as soon as practicable of any significant divergence from the original aims and directions of the research (including expenditure) that is being funded by the Grant. In the case of research involving the use of animals, the Applicant and the Host Institution must inform the Academy of any significant increase to the number of animals originally funded by the Grant.
- vi. If the UK Co-Applicant moves to a different academic institution in the UK during the Grant Period, the grant may either be transferred to that other UK academic institution, or a replacement for the UK Co-Applicant can be agreed, at the Academy's absolute discretion and subject to the Academy's prior written consent.
- vii. The Academy reserves the right to terminate the Grant on notice with immediate effect.
- viii. 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 with no liability for any further Grant payments. The Host Institution agrees to fully indemnify the Academy in respect of any claims brought against the Academy in this regard.

## **10. Governing law and jurisdiction**

These Grant Conditions shall be governed by and construed in accordance with English law. The Host Institution, the Applicant and the UK Co-Applicant each agree to irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with these Grant Conditions and the Award Letter.

## **11. Data protection**

The Academy and Government funders may publish basic details of successful awards and/or anonymise your personal data for research and statistical purposes. The Academy may also release details of successful awards (including your name, Host Institution, project title, and the scientific abstracts and lay summaries of your research) into the public domain (i.e. via the internet or via publicly accessible databases). The Academy may contact you about other award schemes or initiatives that may be of interest to you, or for your views on our schemes and processes.

## **12. 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.

### ***Annual Researchfish Research Output Submission***

Online interface ([www.researchfish.com](http://www.researchfish.com)) through which the Host Institution and Applicant report on the progress of the activities funded by the Grant, including detail of the :

1. Progress and findings of the research
2. Applicant's future research and career plans.

### ***Applicant***

The overseas applicant delivering the research as specified in the Application Form and Award Letter.

### ***Award Letter***

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

### ***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.

***Final Expenditure Report***

Form on which the Host Institution and 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 1i) and 1ii) above as requested by the Academy.
3. Any further information that the Academy requests from the Host Institution, including the extent of its compliance with any Concordat.

***Grant***

The grant described in the Award Letter.

***Grant Period***

The period following the payment of the Grant to the confirmation, by the Academy, that the Final Expenditure and required Annual Researchfish Research Output Submissions have been received and reviewed as satisfactory.

***Host Institution***

The UK university, institution, research council or other body which will administer the Grant and oversee the research funded by the Grant at which the fellowship will be based.

***Intellectual property (IP)***

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

***Newton Fund***

Is a government initiative that aims to develop the long-term sustainable growth and welfare of partner countries through building research and innovation capacity, and forms part of the UK's Official Development Assistance commitment.

***UK Co-Applicant***

The overseas applicant's UK based co-applicant as specified in the application form.