

CYSTIC FIBROSIS TRUST RESEARCH AWARDS

CONDITIONS OF GRANT

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11 London Road, Bromley, Kent BR1 1BY

Tel: 020 8464 7211 • Fax: 020 8313 0472 • www.cftrust.org.uk

Patron: HRH Princess Alexandra, the Hon. Lady Ogilvy, KG, GCVO President: Duncan Bluck CBE

Cystic Fibrosis Trust registered as a charity in England and Wales (1079049) and in Scotland (SC40196)

A company limited by guarantee registered in England and Wales number 3880213

Registered office: 11 London Road, Bromley, Kent BR1 1BY

CONDITIONS OF GRANT

1. Funding Arrangements

1.1 Grants are available as specified in the offer letter.

1.2 Projects should commence within 6 months of receipt of the offer. Written approval from the CF Trust must be sought for extension beyond this period.

1.3 Projects must be concluded within the period specified on Award Letter and according to the agreed budget.

1.4 The specified budget defines a maximum level of support to cover the actual expenditure incurred in carrying out the work directed by the original project proposal. Monies remaining in the budget at completion cannot be made available for other purposes.

1.5 Research expenditure incurred outside of the agreed period or above the specified budget cannot be considered, unless prior approval has been sought and obtained in writing from the CF Trust.

1.6 The Grantholder may not be in receipt of any emolument or financial assistance from another source in respect of the same work, except with the knowledge and express sanction of the CF Trust.

1.7 In exceptional circumstances grants may be put into abeyance for a limited period subject to written approval from the CF Trust.

1.8 Grants may be used for remuneration for either whole-time or part-time research workers, associated research expenses and the purchase of special equipment. Travel costs necessary and integral to the proposed research, as well as up to £1,500 per year per post-doctoral scientist ((£1000 per year for PhD students) for attendance at meetings and conferences may be included.

1.9 Grants for salaries and recurrent expenses will normally be fixed at an annual rate. It is important that applicants state the salary scales which are current at the time the application is made and **include** any proposed or estimated future pay awards. Grants are fixed and no increases will be allowed except in exceptional circumstances and at the sole discretion of the CF Trust.

1.10 A grant is approved in principle for its approved duration. The CF Trust, however, is reliant upon funds from voluntary sources and ongoing funding is therefore subject to the availability of necessary funds. Funding is therefore guaranteed in the first instance for the first year, and, subject to satisfactory progress reports, available funds, and compliance with the Conditions of Grant, this guarantee will be extended on an annual basis thereafter.

2. Submission of invoices

2.1 Expenditure must be incurred in the period specified in the application, quoting the grant reference number and name of Grantholder.

2.2 Claims should be made on a quarterly basis in arrears and should include all costs incurred in that period. In exceptional circumstances claims will be considered after this period, but will be paid at the sole discretion of the CF Trust. No claim for reimbursement will be considered more than 6 months after the expense was incurred.

2.3 A detailed and meaningful expenditure list must be provided to substantiate all research claims. This must be set out under the headings detailed in the application (salaries, consumables, animal costs, travel and equipment (if applicable)). A copy invoice must be provided with the claim for any non-salary item costing £100 or more.

2.4 Claims for salaries must give separate details of charges for basic salary, national insurance, superannuation, and London allowance (if applicable). The name of the individual must also be stated.

2.5 The CF Trust will not consider payment of indirect costs (unless specifically requested in the grant application and approved), examples of which include:

- institutional overheads
- financial services
- personnel services
- recruitment cost
- public relations
- institutional libraries
- departmental services (administration, secretarial, printing, photography)
- telephone charges
- postage; courier services

2.6 Funds requested under the specified expenditure headings must be used for those purposes only. Virement between expenditure headings is only permissible with the prior written agreement of the CF Trust.

3. Management of the award

3.1 The Grantholder accepts overall responsibility for the grant and must be actively engaged in the direction of the project. The salary of the Grantholder must be guaranteed during the term of the grant.

3.2 Named co-applicants must be actively involved in the running of the project.

3.3 Salary and expenses must be administered through the relevant financial departments of the host institution and paid in accordance with all relevant UK law.

4. Staff

4.1 The CF Trust must be informed of every member of staff employed on the grant. Any changes to these details or changes in staff during the period of the award can only be made with the prior approval of the CF Trust.

4.2 All full-time members of staff employed on the grant are expected to devote a minimum of 80% of their time to the research.

4.3 Staff must not be appointed to a level of salary higher than was awarded without prior agreement or unless there is a national pay increase. Salary increases other than national pay awards must be met by the employing institution

4.4 Gradings and salaries must have the approval of the administrative office of the Institution where staff are to be employed.

4.5 Staff whose salaries are supported by a CF Trust grant are employed by the Institution where they work and not by the CF Trust. All liability in respect of maternity benefit, sick leave, Health and Safety etc therefore lies with the host institution.

5. Equipment

5.1 Responsibility for equipment lies with the host institution, which must accept its accommodation, operating and servicing costs, and any insurance that may be necessary.

5.2 Equipment should carry a prominent label or plaque showing that the CF Trust funded it.

5.3 Equipment must not be removed from the Grantholder's institution without the CF Trust's written permission. Should the Grantholder move to another Institution during the tenure of the award, the CF Trust reserves the right that the equipment be transferred with him/her. Any costs incurred during the transfer of equipment will be met by the new Institution.

5.4 Equipment must not be disposed of within the duration of the grant without the CF Trust's written permission. Net proceeds from disposal of equipment will be returned to the CF Trust.

6. Human volunteers

6.1 Where human volunteers are to be involved in the study, Grantholders must obtain the approval of the ethical committee of their hospital or Institution. The voluntary, informed consent of every volunteer must be obtained in writing.

6.2 Data must be held in accordance to the Data Protection Act 1998 and any other subsequent legislation and any additional protocols adopted by the CF Trust.

7. Use of human tissue

7.1 The CF Trust requires that any procedure undertaken during the course of a project that involves the removal of human tissue at post-mortem examination (Human Tissue Act 1961 together with the Human Tissue Amendment Bill Session 1996-97) will be carried out in accordance with the guidance issued by the Department of Health, and any additional protocols adopted by the CF Trust.

7.2 Any projects that involve foetal tissue must be carried out in accordance with the guidelines issued by the Department of Health (Guidance on the use of Foetal Tissue for Research, Diagnosis and Therapy, 1989, and any other subsequent guidelines) and any additional protocols adopted by the CF Trust.

7.3 Any projects involving human embryos must be carried out under the regulatory framework provided by the Human Fertilisation and Embryology Authority.

8. Use of animals

8.1 Grantholders are expected wherever possible to adopt procedures and techniques that avoid the use of animals, substituting them with other experimental techniques. Where this is not possible, investigators are required to show that they will use only the minimum number of animals consistent with achieving a valid result in any experiment, and that experimental protocols have been refined to minimise pain, suffering and distress.

8.2 Where the work is subject to regulation by the Animals (Scientific Procedures) Act 1986 and any other subsequent legislation, the provisions of the Act and additional regulations must be observed with respect to both the spirit and the letter of the law. Applications for all licences and certificates required under the Act must be made to the Home Office direct through the host Institution's normal channels. It is recommended that these channels include review by an animal care and use committee.

9. Progress reports

9.1 Regular informal contact with the CF Trust Research and Clinical Care Department to discuss grant progress is welcomed.

9.2 Whatever the period of the grant, yearly continuation will depend upon receipt of satisfactory annual interim reports. Three copies of a brief interim report at the end of each year is required for continuation of the grant. In the extreme case of contemporary research developments negating the meaningful continuation of the research as outlined in the grant proposal, the CF Trust reserves the right to request re-orientation of the research or discontinue the grant if this cannot be satisfactorily resolved.

9.3 A detailed final report and lay summary must be submitted to the CF Trust within 3 months from the scheduled end of the grant period.

9.4 Where volunteers are involved in research, Grantholders are required, within the bounds of relevant ethical framework, to provide feedback to their patients or their carers at appropriate stages during their work.

10. Final Invoices

10.1 Final invoices must be received within 6 months from the scheduled end of the grant period. No payment will be made in respect of invoices received after this date.

10.2 Final invoices will not be paid until the final report and lay summary have been received by the CF Trust.

10.3 Grants are closed by the CF Trust 6 months after the scheduled end of the grant period.

11. Publication

11.1 It is the CF Trust's policy to publicise as widely as possible its grants and the scientific progress achieved through them. It is therefore a condition of accepting funding that Grantholders agree to co-operate in such publicity efforts.

11.2 Grantholders are expected to seek publication of findings in peer reviewed journals as soon as possible during, and after conclusion, of the project even where results prove negative. At least one reprint of each published paper should be submitted to the CF Trust.

11.3 The support of the Cystic Fibrosis Trust must be acknowledged in all publications, presentations and posters arising from work on the grant. A reprint of such materials must be sent to the CF Trust's Research and Clinical Care Department.

11.4 The CF Trust and Grantholder jointly undertake to notify each other before published reference is made to the findings of the project. Where research findings are of special importance to patients (eg clinical trials) the Grantholder is required to notify the CF Trust, in confidence and/or under embargo if appropriate, of expected journal publication to enable preparation to be made to anticipate and manage enquiries from patients and the public and to enable the CF Trust to gain appropriate media coverage of the findings.

12. Communication

It is a condition of the grant that Grantholders are willing to talk at local branch meetings of the CF Trust (expenses of which will be met by the CF Trust) and will co-operate in the preparation of articles for publication.

13. Site visits

The officers of the CF Trust welcome invitations to visit the Grantholder's laboratory to discuss progress at least once during the period of the project, but in all circumstances reserve the right to request such a visit, permission for which will not be unreasonably withheld.

14. Termination of awards

14.1 The CF Trust reserves the right to terminate the grant at any time. In such a case due notice and reason will be given in writing. Any expenditure properly and necessarily incurred under the award up to the termination date will be reimbursed.

14.2 In the event of the work being discontinued by the host Institution, written notification must be given immediately to the CF Trust setting out reasons for the termination. The final claim must be submitted within 3 months of notice of discontinuation.

15. Media

Grantholders are required to contact the CF Trust before either contacting the media or making comment to the media on any work carried out under a grant from the CF Trust.

16. Intellectual Property Rights (IPR)

16.1 The CF Trust funded researchers and the host institution agree to seek diligently to protect (by registration or otherwise) and to exploit IPR (including all inventions, technologies, products, data and know-how) arising from work funded by the CF Trust.

16.2 The CF Trust funded researchers and host institution agree that all IPR arising from the work of CF Trust funded employees will vest in the host institution. The host institution will use all reasonable endeavours to exploit this IPR.

16.3 The host institution and CF Trust funded researchers agree they will not in any way exploit IPR created or acquired in connection with any CF Trust funded activity without the prior written consent of the CF Trust, such consent not to be unreasonably withheld. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer rights. The host institution and the CF Trust funded researchers agree that the CF Trust shall receive a reasonable share of any commercial return commensurate with its relative contribution to the research.

16.4 The host institution agrees to:

(a) ensure that all persons in receipt of a CF Trust grant or working on CF Trust funded activity (including employees, students, visiting fellows and subcontractors) are employed or retained on terms that vest in the institution all IPR which are created or acquired in connection with any CF Trust funded activity;

(b) promptly notify the CF Trust when IPR are created, promptly apply to register them and prosecute such applications to grant and not publicly disclose such IPR prior to registration (whilst at the same time ensuring that potential delays to publication are minimised) and

(c) advise the CF Trust of the nature of any proposed exploitation, identifying partners and proposed sharing of royalties.

16.5 The CF Trust may from time to time require that all copyright and rights of a similar nature (created as a result of works by individuals and groups of people financially supported by the CF Trust), capable of being conferred under the laws of the United Kingdom and other countries of the world, should be assigned to and vest absolutely in the CF Trust. The host institution and the CF Trust funded researchers agree that at the request of the CF Trust they will promptly execute such deeds and documents and perform such actions as may be necessary to achieve the assignment and transfer.

17. Audit

The CF Trust reserves the right to audit the finances of a grant at any time. Grant recipients are required to have in place formal purchasing procedures that ensure only valid grant expenditure is charged. The grant may be cancelled if such procedures are found not to be in place.

18. Scientific Integrity

18.1 It is a condition of funding, that the employing authority can produce evidence of a procedure for dealing with scientific fraud. In the rare event of scientific fraud or other scientific irregularity occurring, it is the responsibility of the employing authority to investigate it.

18.2 If a case of scientific fraud is suspected in the course of the research then the CF Trust must be notified immediately and kept informed of further developments. If adequate steps are not taken to proceed with the investigation the CF Trust reserves the right to suspend the grant. If fraud or any other irregularity is proven, the CF Trust will terminate the grant immediately and grant monies already paid will become repayable immediately.

18.3 A viable mechanism for dealing with accusations of scientific fraud and other irregularities must contain the following elements: a guidance document or code of practice on standards of professional behaviour; provisions for induction and training of staff; monitoring; regulations and procedures for handling allegations; fair procedures and appropriate protection for both the accused and the 'whistleblower'.

18.4 The host institution agrees that at the request of the CF Trust it will promptly and actively investigate any allegation of scientific fraud.

19. Acceptance of Conditions

Acceptance by the Grantholder and the Institution of the CF Trust's award confirms agreement to the *Conditions of Grant* and compliance with all prevailing laws and regulations applicable to the work.

20. Changes to conditions

The CF Trust reserves the right to change the *Conditions of Grant* from time to time. If for any reason during the life of a grant an amendment is made to the conditions, the CF Trust reserves the right to apply the revised *Conditions of Grant* in place of those which were applied at the time of the original award.