

# It's time to get to grips with guts



## TERMS AND CONDITIONS OF GRANTS

These Terms and Conditions together with the Award Letter, the Admin Officer Letter and any Special Conditions, constitute the entire agreement between Guts UK and the Administering Institution and the Grant Holder in respect of the Grant (Grant Contract).

The Administering Institution warrants that the person who signed the Award Letter and the Admin Officer Letter on its behalf was duly authorised to do so and to bind the Administering Institution to this Grant Contract.

Each party to the Grant Contract acknowledges that it has not entered into the Grant Contract on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in the Grant Contract.

If there is any conflict between any of these Terms and Conditions, Special Conditions and the Award Letter, the provisions shall prevail in the following priority:

- first the Award Letter;
- second the Special Conditions; and
- third these Terms and Conditions.

The Administering Institution must ensure that the Grant Holder complies with the Grant Contract.

Refer to term 12 for a list of definitions used in this Grant Contract.

### 1. Use of Grant

The Administering Institution shall not use the Grant for any purpose other than the Grant Activities.

### 2. Grant supported staff

2.1 Guts UK does not employ the Grant Holder or any other person working on the Grant Activities.

2.2 The Administering Institution must ensure that any necessary consultancy agreements or contracts of employment, which must be in compliance with relevant laws and regulations, are issued to the Grant Holder and anyone else supported by the Grant (including staff and students).

2.3 Guts UK does not accept any responsibility for any liabilities, costs or claims for which the Administering Institution may be liable as an employer, contractor of staff, or PhD supervisor

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including, without limitation, redundancy, compensation, dismissal or discrimination claims.

- 2.4 The Administering Institution must not use the Grant to fund recruitment costs or the paid leave entitlements of staff or students supported by the Grant.
- 2.5 Where the Grant includes a salary allocation for staff, the Administering Institution may use it to pay the employer's national insurance contributions and an employer's pension contribution.
- 2.6 Any expected salary or stipend increases should be included in the grant budget. Any salary or stipend increases or costs not included in the grant budget must be covered by the Administering Institution.
- 2.7 Unless agreed in the award letter, Guts UK is not responsible for the payment of any university or college fees.
- 2.8 Unless otherwise agreed with Guts UK, the Administering Institution must ensure that clinical Fellows supported by the Grant do not spend more than one half-day per week during the Grant Period on clinical work.

### **3 Research Practice**

- 3.1 The Administering Institution must ensure that all the necessary legal and regulatory requirements in order to conduct the research are met and all the necessary licences and Ethical Committee approvals have been obtained. Where any part of the research 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 involved.
- 3.2 The Administering Institution must have in place formal written procedures for the handling of allegations of research misconduct and on request must make those available to Guts UK.
- 3.3 The Grant Holder or any other person working on the Grant Activities must carry out any animal research using the Grant in accordance with the appropriate Home Office licences and certificates which must remain valid. The Administering Institution must ensure that research involving animals gives due consideration to the refinement, reduction and replacement of animals in research and adheres to the principles in the NC3Rs "Responsibility in the Use of Animals in Bioscience Research".
- 3.4 Site visits may be made at any time subject to mutual agreement.

### **4 Financial Control**

- 4.1 Payment of the Grant will not commence until the Grant Budget, including salary or stipend details are provided and a breakdown of consumable and other miscellaneous costs, has been confirmed by the Administering Institution's Administrative Officer in the Admin Officer Letter. Guts UK will not cover any expenditure not stated in the Grant Budget. Conference travel expenses and publication costs will only be covered if allowed by the grant application

guidelines published by Guts UK for the type of the project funded by the Grant.

- 4.2 The Grant Budget in the Admin Officer Letter cannot include any items of expenditure which are disallowed in the grant application guidelines published by Guts UK for the type of project funded by the Grant.
- 4.3 Grant instalments are paid to the Administering Institution quarterly, in arrears, subject to receipt by Guts UK of an invoice. Quarterly invoices must state the start and end dates of the period covered by the invoice and provide a breakdown of costs incurred against the items of expenditure in the Grant Budget.
- 4.4 All invoices must be submitted within 6 months of the end of the Grant Period.
- 4.5 Guts UK will not pay the final claim until it has received the Final Report (see term 6.2) and is satisfied that the Grant Activities have been delivered in accordance with the Award Letter and any Special Conditions.
- 4.6 Guts UK will not pay any part of the Grant relating to Grant Activities undertaken after the end of the Grant Period.
- 4.7 Guts UK has the right to request from the Administering Institution, at any time, any financial information in respect of the Grant.
- 4.8 The Administering Institution must maintain separate and accurate financial records to show how the Grant has been used. The Administering Institution shall allow Guts UK 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 take copies at Guts UK's expense.
- 4.9 If the Grant Holder or the Administering Institution has failed to comply with the Grant Contract, including the submission of Interim Reports, or Guts UK is not satisfied (based on the information in the Interim Reports) with progress in the Grant Activities in the period covered by the report, Guts UK may withhold payment of any instalment of the Grant until the non-compliance or concern about progress is remedied to Guts UK's reasonable satisfaction.
- 4.10 In the event that the Grant Holder completes the project funded by the Grant prior to the end of the Grant Period, Guts UK will not make any further payments to the Administering Institution in respect of the Grant for salary and other costs covered by the Grant which are incurred from completion of the project to the end of the Grant Period;
  - 4.10.2 Guts UK, at its discretion, may award any part of the Grant, which ceases to be payable under the Grant Contract, to the Grant Holder for another project on terms agreed between Guts UK and the Grant Holder and the Administering Institution.

## 5 Administration

- 5.1 It is expected that the Grant Activities will start within 12 months of the Award Date. Grant Holders must inform Guts UK immediately of any delays beyond 12 months with details of

the reasons for the delay and a request for permission to change the Start Date. Failure to seek Guts UK's permission to change the Start Date will result in the immediate termination of the Grant Contract. Guts UK reserves the right to terminate the Grant Contract if the Grant Activities have not started within 12 months after the Award Date.

- 5.2 Grant Holders must inform Guts UK of any interruptions to the Grant Activities and produce a revised timescale for extending the Grant Period for approval by Guts UK (which has no obligation to extend). The Grant may be withdrawn, and the Grant Contract terminated by Guts UK if Guts UK considers the delays or revised timescale unacceptable.

## **6 Publication, Publicity, Reporting and Reviews**

- 6.1 Grant Holders are required to submit a lay summary of their project supported by the Grant, a photograph of the Grant Holder (and/or research team/network), and a short statement about the importance of the Grant. These must be sent to Guts UK as soon as possible and no later than one month after the Award Date. An additional lay summary must be submitted on completion of the project. The lay summaries will be reproduced on Guts UK's website and may also be used in future fundraising applications made by Guts UK.
- 6.2 The Grant Holder must submit to Guts UK the Final Report (in a form required by Guts UK) on the Grant Activities within three months of the end of the Grant Period.
- 6.3 The Grant Holder must send to Guts UK Interim Reports as required (if at all) by the Award Letter in respect of the periods specified.
- 6.4 The Grant Holder must disseminate the useful results of research funded by the Grant as soon as possible, though dissemination may be delayed with the written permission of Guts UK for a reasonable period in order to protect Guts UK-funded Intellectual Property in accordance with term 7.10.
- 6.5 Guts UK expects that the results of research carried out as part of the Grant Activities will be published in peer-reviewed journals. Grant Holders must inform Guts UK as soon as one of their abstracts or papers is accepted for publication. Publication of results may attract media coverage and the Grant Holder is required to co-operate in the preparation of relevant publicity material.
- 6.6 The support of Guts UK and any other funder should be acknowledged in all publications, correspondence, presentations and information posted on websites given about the Grant Activities. Funders' names are quoted in the Award Letter.
- 6.7 Grant Holders must ensure that all research abstracts and papers (based wholly or partly upon the research to be funded by the Grant) are forwarded to Guts UK upon publication. Grant Holders must continue to forward to Guts UK research papers relating to their Guts UK grant for five years after the end of the Grant Period.
- 6.8 The Administering Institution or Grant Holder must ensure that any written press statement associated wholly or partly with the research to be funded by the Grant is approved by Guts

UK prior to release.

- 6.9 Grant Holders must take part in Guts UK research meetings and co-operate with Guts UK's public relations activities by agreeing, when given reasonable notice, to meet funders and potential funders as well as speaking at or attending fundraising events. Grant Holders are also required, when given reasonable notice, to review statements or publications by Guts UK within their fields of expertise.
- 6.10 Unless authorised by these Terms and Conditions, the Administering Institution or Guts UK shall not use the name, trademark or logo of the other without the written consent of the other.

## **7 Intellectual Property and Commercial Activities**

- 7.1 As a charity, Guts UK is under an obligation to ensure that the useful results of research that it funds (whether in whole or in part) are applied for the public good. In some circumstances, this obligation may be best achieved through the protection of intellectual property and commercial exploitation.
- 7.2 Guts UK requires the Administering Institution to have procedures, and to take actions under them, for the identification, protection, management and exploitation of Intellectual Property (IP) taking into account circumstances where the research involves collaboration with and/or the contribution(s) of third parties. Guts UK requires the Administering Institution to ensure that all persons in receipt of the Grant or working on the Grant Activities are employed, engaged or retained on terms that vest in the Administering Institution all Guts UK-funded IP.
- 7.3 The Administering Institution may not exploit, or grant any third parties the right to exploit, Guts UK-funded IP without the prior written consent of Guts UK (which shall not be unreasonably withheld). If Guts UK does not provide a response to the institution's written request within thirty days of receiving such request, the institution or its technology transfer subsidiary will automatically have the right to proceed with such commercial exploitation.
- 7.4 The Administering Organisation agrees that the Charity shall be entitled to withhold consent until the Administering Organisation has entered into an appropriate revenue sharing agreement with the Charity, which shall reflect the Charity's contribution to the development of the Intellectual Property.
- 7.5 Guts UK will not bear the risk and costs involved in exploiting Guts UK-funded IP (unless it chooses to do so under term).
- 7.6 Where the Administering Institution bears the risk and cost of applying for registered protection (including patents) in respect of Guts UK-funded IP, it will be entitled to recover its direct costs as a first charge upon the benefits of exploitation shared with Guts UK.
- 7.7 If the Administering Institution does not protect, manage or exploit any IP arising out of work funded by the Grant to the satisfaction of Guts UK or has indicated in writing that it will not protect identified Guts UK-funded IP, then Guts UK shall have the right, but not a duty, to

protect, manage and exploit such Guts UK-funded IP. Such right shall be exercised after Guts UK has given the Administering Institution notice in writing. The Administering Institution agrees to, and will ensure that its employees, students and any third-party assist Guts UK in such protection and exploitation.

- 7.8 If Guts UK applies for registered protection (including patents) in its own name on any specific Guts UK-funded IP Guts UK will bear the risk and cost of applying for patents and will be entitled to recover its direct costs as a first charge upon the benefits of exploitation shared between Guts UK and the Administering Institution.
- 7.9 The Administering Institution will provide detailed accounts of all income and benefits derived from commercial exploitation of Guts UK-funded IP and relative costs as required from time to time by Guts UK, and in any case not less than once a year.
- 7.10 With the written permission of Guts UK the Administering Institution and/or the Grant Holder may delay scientific publication for a reasonable period in order to file patents on inventions of potential commercial relevance before disclosure.
- 7.11 The Grant Holder shall not accept any commercial sponsorship, employment or benefit from commercialisation resulting from work being funded or part-funded by the Grant, without first seeking Guts UK's approval. Failure to do so may result in the Grant being suspended.
- 7.12 If the Administering Institution wishes to use a third party to undertake its obligations under clause 7 of these terms and conditions with respect to any Guts UK-funded IP, it must obtain Guts UK's prior written approval. The Administering Institution must also ensure that any such approved third party is made aware of and agrees to be bound by clause 7 of these terms and conditions.

## **8 Limitation of Liability and Insurance**

- 8.1 In accepting the Grant, the Administering Institution agrees to indemnify Guts UK against costs, claims or liabilities (including legal costs) suffered or incurred by Guts UK as a result of any action, claim or complaint brought against Guts UK in connection with or arising from any Grant Activities.
- 8.2 The Administering Institution must take all reasonable precautions to safeguard the health and safety of the Grant Holder and others involved in the Grant Activities and all third parties affected thereby.
- 8.3 Guts UK accepts no liability for any accident, injury or loss sustained by any person as a result of and/or in the course of the Grant Activities or the publication of the results of research funded by the Grant.
- 8.4 The Administering Institution must hold and maintain in force during the Grant Period, and for a period of six years after, public liability, employer's liability and professional indemnity insurance at a level appropriate to the risks involved.

8.5 The Grant Holder will be protected by the Administering Institution's insurance policies for any accident or mishap that may occur to him or any other person as a result of the Grant Activities.

## 9 Variation and Termination

9.1 If the Grant Holder wishes to move to another institution to complete his/her research, Guts UK must be informed immediately, and Guts UK's approval obtained for transfer of the Grant (with such conditions as Guts UK may impose).

9.2 Guts UK may amend these Terms and Conditions to apply to the Grant, subject to obtaining the consent of the Administering Institution and the Grant Holder.

9.3 The Grant is awarded to the person selected by Guts UK's Research Awards Committee. Guts UK should be notified if, for any reason, the Grant Holder is unable to complete the project. Guts UK reserves the right to terminate the Grant Contract under these circumstances, and any decision concerning possible continuation is completely at its discretion.

9.4 Guts UK may terminate the Grant Contract if the Grant Holder or the Administering Institution is in breach of the Grant Contract.

9.5 Guts UK may terminate the Grant Contract if any third-party funder who has agreed to fund the Grant breaches any agreement with Guts UK to provide such funding.

9.6 Guts UK may suspend payment of the Award if such third-party funding is not paid to Guts UK for onward payment to the Employment Institution, in which case Guts UK may (but shall be under no obligation to) seek alternative funding arrangements.

## 10 Data Protection Information

10.1 Guts UK may contact the Grant Holder, the co-applicants and the Administering Institutions by email, telephone or post about the Grant or other pertinent issues. Personal and other data on Grant applications and reports will be stored by Guts UK to aid the processing of applications and the management of the Grant, for auditing, review and evaluation purposes, and to communicate the scope and progress of the Grant through relevant channels. Information will not be shared with any third party except for aiding those purposes (e.g. grant data sharing with Grant co-funders or with the Association of Medical Research Charities).

10.2 Guts UK will store and process all personal information in accordance with the Data Protection Act 1998 (and any subsequent legislation and guidance relating to data protection, in particular the General Data Protection Regulation 2016 and the Data Protection Act 2018). Processing of personal data is necessary for the legitimate interests pursued by Guts UK and with other third parties as set out above and will be limited to that which is proportionate to those interests. Further information as to how Guts UK use and protect your data is available in Guts UK's Privacy Policy, accessible from [www.gutscharity.org.uk](http://www.gutscharity.org.uk).

10.3 The research carried out with the funds provided by Guts UK may involve the processing of personal data. The Administering Institution will be the data controller for the purposes of all research, and it is not expected that Guts UK would receive patient information. The Administering Institution will be required to comply with all relevant data laws such as those noted in 10.2 above in processing any personal data this will include responding to subject access requests from patients in relation to the research.

## 11 Governing Law

The Grant Contract is governed by, and construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute in connection with a Grant Contract.

## 12 Definitions

<b>Admin Officer Letter</b>	the letter signed by the Administrative Officer on behalf of the Administering Institution and received by Guts UK confirming the costs to be covered by the Grant;
<b>Award Date</b>	the date of the notification (prior to the issue of the Award Letter) by Guts UK to the Grant Holder that the Grant has been awarded to them;
<b>Award Letter</b>	the letter from Guts UK to, and signed by, the Administering Institution and the Grant Holder detailing the Grant;
<b>Guts UK</b>	Guts UK Charity (formerly Core), a registered charity in England and Wales (No. 1137029) and a company limited by guarantee registered in England and Wales (No. 07274105);
<b>Guts UK-funded IP</b>	all IP arising from the Grant Activities;
<b>Administering Institution</b>	the institution at which some or all of the Grant Activities will be carried out as named in the Award Letter;
<b>Final Report</b>	the final report on the Grant Activities and use of the Grant;
<b>Grant</b>	the grant described in the Award Letter;
<b>Grant Activities</b>	the research or other activities funded by the Grant as specified in the Award Letter;
<b>Grant Budget</b>	the budget for the Grant included in the Admin Officer Letter;
<b>Grant Holder</b>	the lead applicant, and any joint applicant, named in the Award Letter;

<b>Grant Period</b>	the period stated in the Award Letter (or as may be extended with the written consent of Guts UK);
<b>Intellectual Property (IP)</b>	all inventions, patents, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright, rights in design, other intellectual property and know-how;
<b>Interim Reports</b>	interim reports (if any) on the progress of the Grant Activities to be provided in respect of the periods stated in the Award Letter;
<b>Special Conditions</b>	any conditions attaching to the Grant, in addition to these terms and conditions, as set out in the Award Letter;
<b>Start Date</b>	the start date of the Grant Activities set out in the Award Letter, or as may subsequently be changed with Guts UK's written consent.