

Terms and Conditions of grant

# Introduction

Bowel Research UK (BRUK) Research is a registered charity (no. 1186061) which funds translational clinical and scientific research in the field of bowel disease. It funds its grant programmes through institutional, trust and corporate funding and funding from the general public.

Currently BRUK gives grants towards the direct costs of specific projects. It does not cover either indirect or full economic costs of any project as identified by the host institution. However, as a member of the Association of Medical Research Charities, a grant from BRUK is eligible for support from the Charity Research Support Fund (CRSF). For more information visit <https://www.amrc.org.uk/charity-research-support-fund-faqs>.

Direct costs are those which are identifiable as arising from the undertaking of the specific project. They are reimbursed based on what is actually spent and are monitored through an audit trail. They can be directly incurred by the project or, if shared with other projects, a proportion can be allocated to the project. Normally direct costs will be the salary of paid staff on the project and equipment/consumables used in the course of the project.

BRUK will NOT NORMALLY fund any project for more than eighteen months within its small grant round or three years as a PhD studentship.

# Definitions

* Grant holder: The person to whom the grant is assigned and who has responsibility for the project’s leadership and the management of the research.
* Co-investigator: a person who assists the grant holder in the management and delivery of the project.
* Research organisation: the organisation to which the grant is awarded and which takes responsibility for the management of the research project and the accountability of funds provided.

# Data privacy and GDPR

BRUK will use information on the grant proposal for processing the proposal, the award of any consequential grant, and for the payment, maintenance and review of the grant. This may include:

* Registration of proposals;
* Operation of grants processing and management information systems;
* Preparation of material for use by referees and peer review panels;
* Administration, investigation and review of grant proposals;
* Sharing proposal information on a strictly confidential basis with other funding organisations to seek contributions to the funding of proposals;
* Policy and strategy studies and/or publicity; and
* Fundraising.

By applying for a grant from BRUK you are agreeing to the management of your data in this way. If you are unsure as to any of the uses detailed above please contact our Director of Research and PPIE: lesley@bowelresearchuk.org to discuss.

**1.Responsibilities of the Research Organisation**

1. 1.1 The Research Organisation must ensure that the Grant Holder and Co-Investigators are made aware of their responsibilities and that they observe the terms and conditions of grants.
2. 1.2 The Research Organisation must ensure that the research supported by the grant complies with all relevant legislation and Government regulation, including that introduced while work is in progress. This requirement includes approval or licence from any regulatory body that may be required before the research can commence.
3. 1.3 The Research Organisation is expected to adopt the principles, standards and good practice for the management of research staff set out in the 2008 Concordat to Support the Career Development of Researchers, and subsequent amendments <https://www.vitae.ac.uk/policy/concordat-to-support-the-career-development-of-researchers>.
4. 1.4 The Research Organisation must create an environment in which research staff are selected and treated on the basis of their merits, abilities and potential. It must ensure that reliable systems and processes are in place so that the principles of the Concordat are embedded into practice within the Research Organisation. It must ensure compliance with all relevant legislation and Government regulation, including any subsequent amendments introduced while work is in progress.
5. 1.5 The Research Organisation must integrate the funded researcher within the research activities of the host department, whilst ensuring that he or she is able to maintain independence and focus on their personal research programme.
6. 1.6 The Research Organisation must notify Bowel Research UK of any change in its status, or that of the Grant Holder, that might affect the eligibility to hold a grant.
7. 1.7 The Research Organisation must ensure that the requirements of the Employing Organisation under the Department of Health’s Research Governance Framework for Health and Social Care (or equivalent) are met for research involving NHS patients, their organs, tissues or data, and that the necessary arrangements are in place with partner organisations. Where it also accepts the responsibilities of a Sponsor (as defined in the Governance Framework), it must also ensure that the requirements for Sponsors are met.
8. 1.8 The Research Organisation must ensure proper financial management of grants and accountability for the use of public funds.

**2. Research Governance**

2.1 It is the responsibility of the Research Organisation to ensure that the research is organised and undertaken within a framework of best practice that recognises the various factors that may influence or impact on a research project.

2.2 Particular requirements are to ensure that all necessary permissions are obtained before the research begins, and that there is clarity of role and responsibility among the research team and with any collaborators. BRUK expects research to be conducted in accordance with the highest standards of research integrity and research methodology.

To reflect the importance of clinical and translational research, BRUK will award 50% of grant funding to the best ACP-associated applications as defined by the lead or co-applicant being a member of ACPGBI in good standing.

**3. Research Ethics**

3.1 The Research Organisation is responsible for ensuring that ethical issues relating to the research project are identified and brought to the attention of the relevant approval or regulatory body. Approval to undertake the research must be granted before any work requiring approval begins. Ethical issues should be interpreted broadly and may encompass, among other things, relevant codes of practice, the involvement of human participants, tissue or data in research, the use of animals, research that may result in damage to the environment and the use of sensitive economic, social or personal data.

**4. Use of Animals in Research**

4.1 Wherever possible, researchers must adopt procedures and techniques that avoid the use of animals. Where this is not possible, the research should be designed so that: (a)

1. the least sentient species with the appropriate physiology is used and the number of animals used is the minimum sufficient to provide adequate statistical power to answer the question posed; (b) the severity of procedures performed on animals is kept to a minimum. Experiments should be kept as short as possible. Appropriate anaesthesia, analgesia and humane end points should be used to minimise any pain and suffering.

4.2 The provisions of the Animals (Scientific Procedures) Act 1986**,** and any amendments, must be observed and all necessary licences must have been received before any work requiring approval takes place.

4.3 You should adhere to the principles of the 3Rs (http://www.nc3rs.org.uk) by using the minimum number of animals possible and causing the least suffering. Adhering to these principles may involve the use of animals of a higher quality or species.

4.5 You must not commence any activities under the Project that require the use of animals until all the necessary licenses and certificates have been obtained.

**5. Conducting the Research**

5. 1 The Research Organisation is responsible for managing and monitoring the conduct of medical and health research in a manner consistent with the Department of Health’s Research Governance Framework for Health and Social Care (or equivalent). There must be effective and verifiable systems in place for managing research quality, progress and the safety and well-being of patients and other research participants. These systems must promote and maintain the relevant codes of practice and all relevant statutory review, authorisation and reporting requirements.

5.2 Significant developments must be assessed as the research proceeds, especially those that affect safety and well-being, which should be reported to the appropriate authorities and to Bowel & Cancer Research. The Research Organisation must take appropriate and timely action when significant problems are identified. This may include temporarily suspending or terminating the research. This should be reported immediately to Bowel Research UK.

5.3 The Research Organisation is responsible for managing and monitoring statutory requirements for which it accepts responsibility, for example, in relation to legislation on clinical trials, use of human organs, tissues and data. Guidance by the MRC on the conduct of medical research is the benchmark which should be adhered to.

**6. Health and Safety**

6.1 The Research Organisation is responsible for ensuring that a safe working environment is provided for all individuals associated with a research project. Its approach and policy on health and safety matters must meet all regulatory and legislative requirements and be consistent with best practice recommended by the Health & Safety Executive. Appropriate care must be taken where researchers are working off-site. The Research Organisation must satisfy itself that all reasonable health and safety factors are addressed.

**7. Misconduct and Conflicts of Interest**

7.1 The Research Organisation is required to have in place procedures for governing good research practice, and for investigating and reporting unacceptable research conduct. The Research Organisation must ensure that potential conflicts of interest in research are declared and subsequently managed.

**8. Use of Funds**

8.1 Grant funds are provided for a specific research project over an agreed period of time. Under no circumstances may funds be used to meet costs on any other grant or activity. BDC will supply a unique grant code to the grantee which should be used in all correspondence and on all invoices.

8.2 Grant funds cannot be used to meet the costs of any item where the activity falls outside the period of the grant, e.g. when travel falls outside the grant period, the costs cannot be charged to the grant even if the tickets, etc. can be purchased in advance.

8.3 The award amount agreed at the start is final and no additional spend incurred on the research will be paid by BRUK. A reasonable virement within the original grant award may be acceptable, but this must be agreed in writing by BRUK prior to any such virement being made.

**9. Starting the Grant**

9.1 The grant period will be deemed to start when a receipt of grant letter and acceptance of terms and conditions form, signed by the grant holder, is received by BRUK.

9.2 Where there are staff funded by the grant who were intended to be appointed from the start date, payments will take effect from the date when the first such staff start work. Payments will take effect from the start date of the actual staff member employed for the specific role.

9.3 Expenditure may be incurred prior to the start of research and subsequently charged to the grant, provided that it does not precede the date of the award letter.

**10. Changes in Research Project**

10.1 Bowel Research UK must be consulted in the event of any major change in the proposed research, including failure to gain access to research facilities and services and consumables (including cells and tissue), or to gain ethical committee approval for the research, particularly those which make it unlikely that the objectives of the research can be achieved. If appropriate, revised proposals may be required**.** BRUK reserves the right to make a new grant in place of the existing grant, or to revise, retain or terminate the existing grant.

**11. Extensions**

11.1 After a research grant has started, the duration may be extended at the discretion of BRUK, subject to prior written approval. Extensions may cover breaks or delays in the appointment of staff, periods of maternity leave, paternity leave, adoption leave, parental leave, extended jury service or paid sick leave exceeding 3 months (or possibly shorter periods of sick leave if the member of staff is disabled for the purposes of the Disability Discrimination Act 1995 (as amended)), or other exceptional circumstances.

**12. Staff**

12.1 The Research Organisation must assume full responsibility for staff funded from the grant and, in consequence, accept all duties owed to and responsibilities for these staff, including, without limitation, their terms and conditions of employment and their training and supervision, arising from the employer/employee relationship.

12.2 The Research Organisation must provide research staff with a statement, at the outset of their employment, setting out the provisions for career management and development, including personal skills training, and ensure that they have access to appropriate training opportunities.

**13. Maternity, Paternity and Adoption Pay and Leave**

13.1 Maternity, paternity and adoption pay is not payable by BRUK. The salary of any substitute appointment must not exceed that of the individual on leave, or if it does it will need to be met from other sources.

13.2 The duration of a grant will be extended only if the period can be accommodated within the maximum period allowed for extensions. Directly Allocated funds will not be increased as a result of such extensions. BRUK will cover any statutory payments on the condition that all compensation received by the Research Organisation is passed onto BRUK via a credit against the costs as soon as received.

**14. Sick Leave**

14.1 Sick pay is not payable by BRUK. The salary of any substitute appointment must not exceed that of the individual on leave, or if it does it will need to be met from other sources.

14.2 Where more funding is needed to complete the research under these circumstances, an additional application needs to be made to the Grants committee of BRUK for their consideration. BRUK will cover SSP payments on the condition that all compensation received by the Research Organisation is passed onto BRUK via a credit against the costs as soon as received.

14.3 The duration of a grant will be extended only if the period can be accommodated within the maximum period allowed for extensions.

**15. Procurement of Equipment**

15.1 The procurement of equipment, consumables and services, including maintenance, must comply with all relevant national and EU legislation and the Research Organisation’s own financial policy and procedures. Accepted procurement best practice in the higher education sector must be observed.

15.2 For all equipment and services where the contract value is more than £25,000, excluding VAT, professionally qualified procurement staff must be consulted before the procurement process begins, and, where appropriate, at the market research stage, and must approve the order/contract before it is placed with a supplier.

**16. Ownership and Use of Equipment**

16.1 Equipment purchased from grant funds is primarily for use on the research project for which the research grant was awarded, and belongs to BRUK unless prior consent given. In the case of laptops and PC’s specifically purchased for this grant ownership and maintenance rests with the grant holder and not Bowel Research UK.

**17. Transfer of a Grant to another Research Organisation**

17.1 The Research Organisation must notify BRUK if the Grant Holder intends to transfer to another organisation. If this organisation is eligible to hold grants, and is able to provide a suitable environment to enable the project to be successfully completed, the expectation is that the grant would be transferred with the Grant Holder. Written agreement to this is required from both the relinquishing and receiving organisations.

17.2 BRUK will wish to be assured that satisfactory arrangements have been agreed that will enable the project to be undertaken, or to continue, in accordance with its research objectives. If suitable arrangements cannot be agreed, BRUK will consider withdrawing its support or terminating the grant.

17.3 Where there is a basis for continuing involvement by the relinquishing organisation, agreement should be reached between both organisations on the apportionment of work and the distribution of related funding.

17.4 Grants will not be re-costed following transfer.

**18. Change of Grant Holder**

18.1 The Research Organisation must consult BRUK if it is proposed to change the Grant Holder, for example, following retirement, resignation or redundancy.

18.2 Where the Grant Holder is transferring to another organisation eligible to hold a grant, the provisions of 17 will apply. In other circumstances, the Research Organisation may nominate a replacement Grant Holder. BRUK will wish to be assured that the replacement meets the eligibility criteria and has the expertise and experience to lead the project to a successful conclusion, in accordance with its research objectives.

**19. Payment of Grants**

19.1 In order that BRUKcan make timely payments to the Research Organisation, an invoice must be raised and submitted at the end of each quarter following the commencement of spend against the grant.

19.2 All costs must be clearly defined and backup and full detail must be supplied with the invoice which should carry the unique grant code supplied by BRUK. The invoice once approved will be paid via BACS to the Research Organisation.

19.3 Where consumables need to be ordered over the value of £5,000, BRUK shall be part of the order process so that expenditure can be properly authorised and cash flows monitored. Please note that the final payment will only be authorised once an acceptable End of Grant report has been received and approved by BRUK.

19.4 All grant monies relating to the research must be drawn down within six months of the project end date or they may be forfeit.

**20. Expenditure Statements**

20.1 The Research Organisation must complete and return an expenditure statement to ensure that expenditure is within agreed budgets at agreed intervals. Once an expenditure statement has been received and the expenditure incurred has been reconciled against payments made, it will be considered as final. The statement must show the actual expenditure incurred by the project.

20.2 Costs arising from maternity, paternity, adoption or sick leave should be clearly and separately identified.

**21. Financial Inspection**

21.1 BRUK reserves the right to have reasonable access to inspect the records and financial procedures associated with grants or to appoint any other body or individual for the purpose of such inspection.

21.2 The Research Organisation must, if required by BRUK, provide a statement of account for the grant, independently examined by an auditor who is a member of a recognised professional body, certifying that the expenditure has been incurred in accordance with the research grant terms and conditions.

**22. Procedures for Final Reporting**

22.1 An End of Grant report on the conduct and outcome of the project must be submitted by the Research Organisation within three months of the end of the grant, on the form provided. No further application from a Grant Holder will be considered while this report is outstanding.

22.2 If there are exceptional reasons that will prevent submission of the End of Grant report within the period allowed, a written request may be made, before the due date passes, for the submission period to be extended.

22.3 A short Final report should be made 12 months post the End of Grant report to cover additional work, publications, further funding secured and dissemination.

**23. Public Engagement and Awareness**

23.1 The Research Organisation and the Grant Holder and Co-Investigators will be expected to support the activities of BRUK in communicating the research to the public at both local and national level, to raise awareness of the role of science and research in any related issues of public interest.

23.2 The Research Organisation and Grant Holder will also facilitate the visiting to the project if deemed appropriate by current or potential donors.

**24. Exploitation and Impact**

24.1 It is the responsibility of the Research Organisation, and all engaged in the research, to make every reasonable effort to ensure that the outcomes obtained in the course of the research, whether patentable or not, are used to the advantage of society and the economy. Research outcomes should be disseminated to both research and more widespread audiences - for example to inform potential users and beneficiaries of the research.

24.2 Unless stated otherwise, the ownership of intellectual property, and responsibility for its exploitation, rests with the organisation that generates it.

24.3 Where the grant is associated with more than one research organisation and/or other project partners, the basis of collaboration between the organisations, including ownership of intellectual property and rights to exploitation, is expected to be set out in a formal collaboration agreement. It is the responsibility of the Research Organisation to put such an agreement in place before the research begins.

24.4 Arrangements for collaboration and/or exploitation must not prevent the future progression of research and the dissemination of research results in accordance with academic custom and practice. A temporary delay in publication is acceptable in order to allow commercial and collaborative arrangements to be established.

24.5 BRUK may, in individual cases, reserve the right to retain ownership of intellectual property (or assign it to a third party under an exploitation agreement) and to arrange for it to be exploited for the national benefit and that of the charity. This right, if exercised, will be set out in an additional grant condition.

24.6 Where the exploitation of research generates revenue, there should be suitable recognition and return to the charity. The Research Organisation must ensure that the charity is aware of, and accepts, these arrangements.

**25. Research Monitoring and Evaluation**

25.1 While it is the responsibility of the Research Organisation to manage the research, BRUK will require a concise monitoring and update report at regular intervals as outlined in the award letter.

25.2 The Grant Holder may also be asked to attend meetings to exchange information and ideas with others undertaking research in the same or similar fields.

25.3 The Grant Holder must make all reasonable efforts, if so invited, to respond to requests for information or to attend events or activities organised by BRUK concerning the research undertaken. Such events may be held after a grant has finished.

**26. Publication and Acknowledgement of Support**

26.1 The Grant Holder should, subject to the procedures laid down by the Research Organisation, publish the results of the research in accordance with normal academic practice.

26.2 Publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from BRUK. Where BRUK’s logo is used, prior approval must be sought on its treatment before final use/publication.

26.3 Journal publications should acknowledge the funding source using the standard format agreed by funders and publishers and detailed in the additional information accompanying the grant.

**27. Disclaimer**

27.1 BRUK accepts no liability, financial or otherwise, for expenditure or liability arising from the research funded by the grant, except as set out in these terms and conditions, or otherwise agreed in writing.

27.2 Where studies are carried out in an NHS Trust, the Trust has a duty of care to its patients. BRUK does not accept liability for any failure in the Trust’s duty of care, or any negligence on the part of its employees.

27.3 BRUK reserves the right to terminate the grant at any time, subject to reasonable notice and to any payment that may be necessary to cover outstanding and unavoidable commitments.

27.4 If a grant is terminated due to misconduct or fraud, no liability for payment or redundancy or any other compensatory payment for the dismissal of staff funded by the grant will be accepted. Negotiations will be held with regard to other contractual commitments and concerning the disposal of assets acquired under the research grant.

**28. Status**

28.1 These terms and conditions will be governed by the laws of England and Wales; all matters relating to the terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

28.2 If any provision of these terms and conditions is found by a court or other legitimate body to be illegal, invalid or unreasonable, it will not affect the remaining terms and conditions which will continue in force.

28.3 These terms and conditions, together with any additional conditions set out in the grant, contain the whole agreement between BRUK and the Research Organisation in relation to the stated research grant. BRUK and the Research Organisation do not intend that any of these terms and conditions should be enforceable by any third party.

Grant holder name (in capitals)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Grant holder signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Senior Officer name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Senior Officer signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Grant award\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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