Research grant terms and conditions

Definitions

Acceptance Form means the form which is generated and available to the Grantholder online when the Grant is awarded.

Award Letter means the letter sent by the Charity to the Recipient specifying the Grant title, amount awarded, the duration of the Grant and any additional terms and conditions.

Charity means Parkinson’s UK which is the operating name of the Parkinson’s Disease Society of the United Kingdom. A company limited by guarantee and registered in England and Wales (00948776) with registered office at 215 Vauxhall Bridge Road, London SW1V 1EJ. Parkinson’s UK is a charity registered in England and Wales (258197) and in Scotland (SC037554).

Contract means the contract between the Grantholder, the Recipient and the Charity which is made up of the application form, these terms and conditions, the Award Letter and the Acceptance Form.

Grant means the award made by the Charity for the Grantholder to undertake research as detailed in the grant application.

Grantholder means the principal applicant who has signed the Acceptance Form.

Recipient means the university, hospital, research institution or company which is the Grantholder’s employer.

Research means the group of people affected by Parkinson’s who get involved in the Support Network Charity’s research programme.

Start Date means the date on which the first person is appointed or, where no staff are involved, the date when the first purchases are made.

1. Acceptance and start / end dates

1.1 An Acceptance Form must be signed by the Grantholder and the Recipient and returned to the Charity within eight weeks of receipt of the Award Letter by the Recipient. This can be downloaded at https://research.parkinsons.org.uk.

1.2 By signing the Acceptance Form, the Grantholder and Recipient enter into the Contract with the Charity and agree to the following terms and conditions, in addition to any conditions specific to the Grant in the Award Letter. The Grantholder and the Recipient shall ensure that all staff involved in research under the Grant shall abide by the following terms and conditions and by any additional terms and conditions in the Award Letter.

1.3 The Grantholder must confirm the Start Date using the online grant management system at https://research.parkinsons.org.uk within six months of the Grant being awarded. If the Start Date is deferred beyond six months, the Charity reserves the right to withdraw the Grant.

1.4 If the Grant has failed to commence within twelve months of the issue of the Award Letter by the Charity, the Grant will be considered to have lapsed and a re-application will be required to secure funding.

1.5 The Grant will terminate at the end of the time period specified in the Award Letter. Requests for extensions are on a no-cost basis to the Charity and must be received on the appropriate variation form available by emailing researchapplications@parkinsons.org.uk.
For PhD studentships, extensions of any kind will only be granted in exceptional circumstances.

2. Conduct of research

2.1 The Recipient and Granholder shall ensure that all staff associated with the Grant shall act in accordance with relevant laws and, where the Recipient is based in the UK, follow guidelines published by the Association of Medical Research Charities.

2.2 The Recipient must ensure that sufficient resources are dedicated to support the research under the Grant.

2.3 The Charity will not act as a research sponsor. Where necessary, the Recipient must make arrangements for a research sponsor in line with the Department of Health’s Research Governance Framework for Health and Social Care.

2.4 The Recipient shall ensure that the Granholder and any other investigators involved in clinical trials are authorised health professionals as defined in the Medicines for Human Use (Clinical Trials) Regulations 2003.

2.5 Where a Grant covers a clinical trial which is based England, the Recipient must ensure that the trial is adopted by DeNDRoN prior to its initiation. The Granholder will provide participants in any clinical trial with information about the Parkinson’s UK Brain Bank.

2.6 The Charity involves people with Parkinson’s in all aspects of research. Grantholders conducting studies involving human participants shall work with the Charity to develop participant information, a suitable recruitment strategy and discuss other opportunities for user involvement.

3. Ethical considerations

3.1 No programme of research involving investigations in humans will be funded in the absence of relevant ethical clearance. A copy of the appropriate ethical approval must be enclosed with the grant application. If this is not available at the time of application, the Charity will withhold funding until a copy of the approval is received by the Charity. It is the responsibility of the Granholder to check whether ethical approval is required.

3.2 The Recipient and the Granholder will immediately report any adverse event arising in the course of a Grant to both the Charity and the appropriate ethics committee.

3.3 The Granholder and Recipient must abide at all times by the Data Protection Act 1998 (and any subsequent legislation and guidance).

3.4 Any procedure that involves the removal/collection, retention and disposal of human organs and tissue from live donors or at post-mortem covered by the Human Tissue Act 2004 for England, Wales and Northern Ireland and the Human Tissue (Scotland) Act 2006 (and any subsequent relevant acts respectively) must be carried out in accordance with the guidance issued by the Human Tissue Authority, Human Fertilisation and Embryo Authority (or their successors) and the Department of Health.

3.5 Grantholders whose research requires the use of animals shall abide by the Home Office Guidelines on the Operation of the Animals (Scientific Procedures) Act 1986 (or subsequent legislation and guidance). The Granholder shall obtain the necessary project licences. If such licences (including a copy of the front page of the Home Office project licence) have not been submitted with the grant application, the Granholder shall submit a copy of the front page to the Charity before the Grant can commence.

3.6 Grantholders must only use animals where no reliable alternative approach is possible. The number of animals should be the minimum required for statistical analysis. The severity of the procedures should be kept to a minimum. If painful procedures are necessary, appropriate steps must be taken to minimise pain and suffering. Further guidance is available from the National Centre for the Replacement, Refinement and Reduction of Animals in Research (NC3Rs).
3.7 Grantholders whose research involves the use of stem cells must adhere to the current Code of Practice as issued by the UK Stem Cell Bank and to any subsequent legislation or guidance issued by relevant authorities.

4. **Employment of staff**
4.1 The Charity does not act as an employer for Grant-funded staff. If the Grant provides support for the employment of staff, the Recipient shall issue a contract of employment and assume all responsibility for their management, including any claim for redundancy, compensation, dismissal or discrimination. The Charity does not accept any liability for such staff.
4.2 The Grantholder must be employed by the organisation in which they intend to undertake the Grant and have their salary guaranteed for the term of the Grant. The Grantholder agrees to be actively engaged on the Grant.
4.3 Annual pay increments, as determined by the national academic or clinical pay scales, will be honoured by the Charity if such increments are included in the grant application. The Charity does not normally meet any other salary increases such as merit awards, promotions or salary enhancements nor additional costs arising from appointments made at a higher level than was specified in the grant application.
4.4 The Charity does not pay the cost of maternity or paternity leave for people employed under the Grant; the Recipient shall be responsible for such arrangements and costs.
4.5 The Recipient must comply with employment-specific regulations (e.g., health and safety legislation), fulfil its obligation to train staff appropriately and provide suitable premises for the research to be undertaken.

5. **Reimbursement of research costs**
5.1 The Recipient shall submit invoices for reimbursement of expenditure quarterly in arrears. Invoices should detail expenditure in British pounds sterling and quote the Grant reference number which can be found on the Award Letter.
5.2 Payment will be made in British pounds sterling.
5.3 All invoices submitted to the Charity should be made in accordance with the funds requested in the application form and also broken down into the following categories: salaries, materials and consumables, animals and foods, equipment and other recurrents (e.g., travel costs). Requests for virements between categories must be made on a variation form, available by emailing researchapplications@parkinsons.org.uk.
5.4 The Charity will only reimburse direct research costs relating to the research described in the grant application for which the Grant is awarded.
5.5 If the Grant is under-budget at completion, excess monies shall belong to the Charity.
5.6 The Charity does not provide funds for administrative expenses or institutional overheads or expenses for attending scientific meetings/conferences.
5.7 The Grantholder must not accept donations directly from the Charity's local groups. If the Grantholder does so, the amount will be deducted from the Grant.

6. **Equipment and consumables**
6.1 The Recipient is responsible for all costs of installation, maintenance, repairs, insurance etc of equipment purchased as part of the Grant.
6.2 Equipment purchased as part of the Grant remains the property of the Charity for the duration of the Grant and may not be transferred to another institution or research team without the Charity's permission. At the completion of the Grant, ownership of the equipment will transfer to the Recipient.
6.3 Monies for equipment are awarded on the understanding that only those items specified in the grant application may be purchased. Should any of these items be purchased using alternative sources of funding, it is not possible to re-allocate the monies for a specified
item to another piece of equipment without first obtaining permission from the Charity to vire the funds. Variation forms may be requested by emailing researchapplications@parkinsons.org.uk.

6.4 Consumables relate to costs associated with materials such as chemicals, reagents, commercial kits, molecular biology items and disposable products used to conduct scientific research as outlined in the grant application. It does not include hardware or other scientific or non-scientific equipment.

7. Monitoring and use of information

7.1 Grantholders must provide the Charity with annual reports throughout the period of the Grant within a month of each anniversary of the Start Date for scrutiny by the Charity’s Research Advisory Panel. The Charity reserves the right to request more frequent reports in certain cases and the Grantholder shall comply with such requests. If sufficient progress is not demonstrated in the annual reports, as assessed by the Charity, the Charity may request a meeting with the Grantholder and the Grantholder shall comply with such request.

7.2 Grantholders shall submit an electronic copy of each publication which relates to the Grant to the Charity promptly upon publication both during and after the term of the Grant.

7.3 Within three months of the end of the Grant, Grantholders must submit a final report for scrutiny by the Charity’s Research Advisory Panel and electronic copies of all papers, in press or published, as a result of the Grant.

7.4 In addition to the submissions in sections 7.1, 7.2 and 7.3 above, all Grantholders will be required to submit via the Researchfish website outcomes of the Grant on a yearly basis during and for at least five years after the end of the Grant.

7.5 If the Grantholder or the Recipient designates any of the information submitted under sections 7.1-7.4 as confidential, the Charity shall keep it confidential until the Grantholder or Recipient advises the Charity that it is no longer confidential or until it is in the public domain, whichever is earlier.

7.6 All the information submitted to the Charity under sections 7.1-7.4, including details of the Grant (title, lay abstract/final report, name of Grantholder, Recipient, duration and value of support) will be stored in the Charity’s library and, subject to any obligations of confidentiality identified under section 7.5, will be placed in the public domain on the Charity’s website or used by the Charity in publications, marketing and other promotions.

7.7 The Charity reserves the right to withhold payment of invoices if Grantholders do not submit reports (whether directly to the Charity or through ResearchFish) on time. Failure to submit reports on time may also debar the Grantholder from applying for further Charity grants, either as a principal applicant or a co-applicant. The Charity maintains the right to retain up to 10% of the total budget until the Grantholder has returned a completed final report.

8. Publicity

8.1 Grantholders may be requested to attend meetings arranged by the Charity to present a poster and/or report on the progress of their research (maximum of twice yearly). The Grantholder will use reasonable endeavours to comply with such requests.

8.2 UK-based Grantholders will be asked to host up to two project visits or other engagement activities as agreed with the Research and Innovation team. These visits enable members of the Charity’s local groups and the Research Support Network to learn more about the Grant and to meet Grantholders. Presentations at project visits/engagement activities must be given in plain English.

8.3 The Grant is financed by donations from people with Parkinson’s, their carers, members of the public and external trusts. They welcome information about research successes, which can influence future donations. If publication of the results of research under the
Grant is likely to attract publicity, Grantholders must inform the Charity’s Directorate of Research and Innovation well in advance so that press releases can be planned by the communications team, in conjunction with the Recipient’s press office. In certain instances the Charity may wish to announce the start of the research of a particular grant in local or national media, and the Grantholder and Recipient will co-operate fully at these times, which may include providing quotes or interviews. In relation to the Grant, Grantholders should do everything they reasonably can to support the aims of the Charity and increase understanding of Parkinson’s.

8.4 The Recipient and Grantholder shall not, and shall ensure that any other person involved in the Grant shall not, submit opinion on behalf of the Charity, unless explicitly requested to do so by the Charity. Opinions expressed by the Recipient, Grantholders or any other person associated with the Grant are wholly their own.

9. Recognition and acknowledgement of the Charity’s support

9.1 All publications, communications, presentations, posters and broadcasts (or any other material) relating to the work under the Grant must acknowledge the Charity’s support. This includes recruitment advertisements for staff employed on grants supported by the Charity. Logos, and guidance on their use, can be downloaded from http://www.parkinsons.org.uk/logo.

9.2 The Recipient and Grantholder shall ensure that all publications incorporating results generated under the Grant must acknowledge the Charity in their publications arising from the Grant using the following format: “This work was supported by Parkinson’s UK [grant number xxxx]”.

9.3 Grantholders will be sent a ‘Funded by Parkinson’s UK’ plaque with the Award Letter. The plaque should be displayed prominently in the Grantholder’s laboratory or work area.

10. Open access publishing and data sharing

10.1 Grantholders and Recipients shall maximise the availability of research data derived from the Grant with as few restrictions as possible. The Grantholder and the Recipient shall comply with the Charity’s data sharing policy and may refer to the related guidance on developing a data management and sharing plan, both of which are on the Charity’s website.

10.2 All those awarded Charity funding should consider their approach for managing and sharing data at the research proposal stage. In cases where the proposed research is likely to generate data outputs that will hold significant value as a resource for the wider research community, applicants will be required to submit a data management and sharing plan to the Charity prior to an award being made.

10.3 Grantholders must abide by the Charity’s policy on open access publishing (available on the Charity’s website). On acceptance for publication, a copy of the final manuscript of all peer-reviewed research papers supported in whole or in part by a Grant must be deposited in an open access archive such as PubMed Central or Europe PubMed Central, to be made freely available within six months of publication. Any exceptions to this must be sanctioned by the Charity.

11. Intellectual property (IP)

11.1 The Charity is under an obligation to ensure that the useful results of research it funds are put into the public domain and applied for the public good. To meet these obligations the Charity requires the Grantholder and the Recipient to ensure the protection and exploitation of all IP arising from the Grant as appropriate. For the purpose of the Contract, IP shall include, but not be limited to, inventions, technologies, products, data, materials and know how.
11.2 The Recipient shall develop and implement strategies and procedures for the identification, protection, management and exploitation of IP.

11.3 The Recipient will put in place, if it has not already, a contract with the Grantholder and any other researchers working on the Grant under which any IP developed under the Grant is automatically assigned to the Recipient.

11.4 The Recipient and Grantholder shall notify the Charity promptly when IP that may be of medical or commercial value is created from the Grant and shall ensure that such IP is not published or otherwise publicly disclosed prior to protection (if deemed appropriate) while at the same time ensuring that potential delays in publication are minimised.

11.5 If research under the Grant generates IP which the Recipient wishes to commercially exploit, the Recipient shall negotiate a revenue share agreement with the Charity under which it shall pay the Charity a fair proportion of revenue received from exploitation of the IP.

11.6 In the event that the Recipient decides to discontinue exploitation of IP generated from a Grant it shall, at least 90 days before the next deadline for payment (if appropriate), offer it to the Charity and, if such offer is accepted, will grant the Charity the rights necessary for the Charity to take on exploitation.

12. **Scientific integrity**

12.1 The Grantholder and the Recipient shall adhere to the highest standards of integrity and good scientific practice.

12.2 In the rare event of scientific fraud occurring in association with the Grant, it is the responsibility of the Recipient to undertake investigations. The Charity agrees to fund research provided the Recipient can produce evidence of procedures for dealing with scientific fraud.

12.3 If a case of scientific fraud is suspected during the course of the research, then the Charity should be notified immediately and kept informed of further developments. At the initial stages of the enquiry, the Charity would not normally suspend the Grant. However, if adequate steps are not taken to proceed with the investigation, the Charity reserves the right to suspend the Grant. If fraud is proven the Charity will terminate the Grant immediately.

12.4 Plagiarism at any stage of the application or grant will be considered as fraud and the Recipient will be required to investigate the matter when requested to do so by the Charity.

13. **Liability**

13.1 In no event shall the Charity be responsible for any liability, financial or otherwise, arising directly or indirectly out of any act or omission of the Recipient, the Grantholder or any other researcher working on the grant, including but not limited to the research conducted under the Grant, the expenditure of the Grant funds and conduct of the Grantholder and other researchers.

13.2 The Recipient agrees, during and after the term of the Grant, to indemnify and keep indemnified the Charity from and against any and all liability, loss, damage, cost or expenses which may result from the Recipient's, or any of its employees' or licensees', conduct in connection with the Grant except where such liability, loss, damage, cost or expenses are the result of the gross negligence by the Charity.

13.3 The Recipient shall be responsible for maintaining appropriate policies of insurance covering personal indemnity, public liability and employer’s liability insurance and shall, at the request of the Charity, provide proof of such cover.

14. **Variation and termination**

14.1 The Charity reserves the right to amend these terms and conditions, those in the Award Letter and the policies for grants. Any change to the grant terms and conditions or the
policies for grants will be notified on the Charity’s website. Any changes to terms in the Award Letter shall be notified by writing to the Recipient and/or Grantholder.

14.2 The Charity reserves the right to terminate the Grant without notice; however it shall endeavour to give at least 30 days prior notice.

14.3 In the event of early termination, the Recipient shall promptly return to the Charity any part of the Grant that as not been allocated as at the date of termination.

14.4 The Recipient (or the Grantholder, if appropriate) must inform the Charity without delay of any change to the status of the Recipient that might affect their ability to comply with the Contract.

14.5 The Grantholders must request permission from the Charity to make significant deviations from the research proposal as stated in the grant application. Variation forms are available by emailing researchapplications@parkinsons.org.uk.

14.6 If the Grantholder wishes to move to another institution, the Charity must be informed immediately. Normally this is acceptable as long as adequate facilities are available at the new institution and the move has the approval of the heads of departments and finance officers of the institutions concerned. The Charity will not pay any additional costs resulting from such a move.

14.7 In the event of conflict between the Award Letter and these terms and conditions or any policies, the Award Letter shall take precedence.

15. Governing law and jurisdiction

15.1 The Contract shall be governed by and construed in accordance with English law. The Recipient and the Grantholder irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with the Contract.

If you have further questions, please contact the Research and Innovation team.

Call: 020 7932 1332 or 020 7963 9327
Email: researchapplications@parkinsons.org.uk
Visit: parkinsons.org.uk/researchgrants

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