



**THE SIR JULES THORN AWARD
FOR BIOMEDICAL RESEARCH**

**TERMS AND CONDITIONS
APPLICABLE TO GRANTS**

TERMS AND CONDITIONS APPLICABLE TO GRANTS PROVIDED UNDER THE SIR JULES THORN AWARD FOR BIOMEDICAL RESEARCH

These Terms and Conditions should be read in conjunction with the Award Letter issued by The Sir Jules Thorn Charitable Trust when a Biomedical Research Grant is offered. Definitions can be found at paragraph 13.

The Institution must ensure that the Grant holders and others supported by the Grant are made aware of and comply with these Terms and Conditions and the Award Letter.

1. Employment

- a. The Trust does not act as an employer with respect to the Grant, and therefore in all cases where support is provided on the Grant for employment of staff, the Institution undertakes to issue a contract of employment to such staff that is in compliance with relevant laws and regulations.
- b. The Trust will not reimburse the institution for any payment made to Research Workers other than for time employed directly on the approved research programme. Thus, for example, it will not reimburse payments made during maternity leave, or for periods of sick leave or holidays.

2. Research practice

- a. The Institution must ensure that before the research funded by the Grant commences and during the full period of the Grant, all of the necessary legal and regulatory requirements required to conduct the research are met, and all of the necessary licences and approvals have been obtained.
- b. The Institution must ensure that research involving the use of animals complies at all times with the relevant laws and regulations.
- c. The 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.
- d. The Institution will be expected to comply with the [UK Policy Framework for Health and Social Care Research](#), The Concordat to Support Research Integrity and the relevant guidance on good research practice issued by the [Association of Medical Research Charities](#).

3. Sponsorship

- a. It is a condition of the Grant that any research involving human participants, their tissue or information must have a sponsor as defined in the [UK Policy Framework for Health and Social Care Research](#).
- b. The sponsor must enter into a formal Agreement with the Trust, confirming that it accepts all of the responsibilities and obligations of such sponsorship. The Trust will provide documentation for signature.

4. Intellectual property and commercial activities

The Grant will be subject to the Trust's standard Intellectual Property Agreement defining the management of any Intellectual Property Rights arising from the research, and the sharing of income in the event of commercial exploitation. Where such an Agreement is not already in place between the Trust and the Institution, it is a condition of the Grant that one should be completed. The Trust will supply the documentation. A copy is available on request.

5. Administration

- a. Payments will not be made on the Grant until the Institution has formally accepted the Grant and the conditions under which the Grant is awarded and has activated the Grant by notifying the Trust of the date the research commences.
- b. The procedures for the financial administration of the grant are contained in Appendix 1.

6. Audit

- a. The control of expenditure to be funded under the Grant must be governed by the normal standards and procedures of the Institution, and must be covered by any formal audit arrangements that exist in the Institution.
- b. The Trust shall have the right to request from the Institution, at any time, any financial information in respect of the grant, or the activities it funds; and/or ask for confirmation from the external auditors of the Institution, that the external auditors have signed their opinion on the annual accounts of the Institution without qualification; and the management letter from the auditors raises no matters that did or could significantly affect the administration of grants awarded by the Trust. If the auditors have raised any such matters in their management letter, the Trust may require the Institution to provide it with relevant extracts from the letter.
- c. The 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 Trust at any time (at the Trust's expense), if requested. Such access must include the right to inspect any equipment or facilities acquired or funded under the Grant.
- d. The Trust 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 Institution to administer the Grant.
- e. The 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 Institution should ensure that appropriate records are kept to support the entries made on the cost code.

7. Equipment

- a. The Institution must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant is acquired by it using these procedures.
- b. Equipment funded by the Grant is awarded to the Institution specifically for the Grant holder's research. Written permission from the Trust must be obtained to use the equipment for any other purpose. All equipment provided by the Trust must be insured against loss or damage at the full replacement cost, with the cost of insurance born by the institution.
- c. Equipment cannot be purchased within the last six months of the grant.

8. Publication and reporting

- a. The findings from research funded by the Grant should be published in an appropriate form, usually as papers in a refereed journal. The Trust's contribution must be acknowledged in all publications.
- b. The publication or release of such findings may be reasonably delayed to enable protection of any intellectual property.
- c. The principal Grant holder shall submit a brief annual report during the Grant Period on the progress of the activities funded by the Grant; suggested format is at Appendix 2. At the conclusion of the research, a fully detailed Final Report, structured in accordance with the guidance given in Appendix 3 should be submitted.
- d. At approximately the mid-point in the research funded by the Grant the Trust, at its discretion, shall require the Grant holders to make a personal presentation on the progress to the Trust's Medical Advisory Committee.
- e. The Trust operates an Open Access policy for all publications arising from work funded under the Biomedical Award programme. A copy of the Open Access Policy may be downloaded from the useful documents section of the Trust website [here](#).

9. Limitation of liability

The Grant shall in no way be deemed to create any liability on the part of the Trust whether by way of indemnity or otherwise in respect of any matters, howsoever arising, in connection with the Grant or its implementation.

10. Variation and termination

- a. The Trust reserves the right to amend these Grant Terms and Conditions.
- b. The Grant holders must inform the Trust as soon as practicable of any significant divergence from the original aims and directions of the research that is being funded by the Grant.
- c. The award of the Grant does not constitute a contract between the Trust and the Institution. The Trust reserves the right to terminate the Grant on notice with immediate effect. In the event of such termination, the Trust will reimburse all expenditure properly incurred up to the date of termination.

11. Governing law and jurisdiction

These Grant Terms and Conditions shall be governed by and construed in accordance with English law. The Institution and the Grant holders irrevocably submit to the jurisdiction of the English courts to settle any disputes in connection with these Grant Terms and Conditions.

12. Definitions

Award Letter	The letter from the Trust to the Institution/principal Grant holder, specifying the amount of the Grant that has been awarded.
Final Report	The Institution's concluding report on the activities funded by the Grant, which must be completed by the principal Grant holder and submitted to the Trust within 3 months of the end of the Grant Period or as otherwise required by the Trust.
Grant	The grant described in the Award Letter.
Grant Period	The period of the Grant set out in the Award Letter, commencing on the start date confirmed by the Institution.
Grant holder(s)	The principal applicant and any co-applicant.
Intellectual property	Includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how.
Institution	The university or other body at which some or all of the research funded by the Grant will be carried out or which employs the Grant holder(s).
Trust	The Sir Jules Thorn Charitable Trust (a charity registered in England and Wales, number 233838), acting through its Trustees.

APPENDIX 1



**THE SIR JULES THORN AWARD
FOR BIOMEDICAL RESEARCH**

**FINANCIAL ADMINISTRATION
OF GRANTS**

1. BASIS OF FUNDING

- a. No payments will be made on the Grant until the Institution has formally accepted the Grant and the conditions under which the Grant is awarded.
- b. The Trust funds only those costs which are actually incurred, and verified, subject to a maximum of the grant awarded at the outset.
- c. Recurring payments for salaries, superannuation etc., and any consumables, will be reimbursed on receipt of a detailed claim. This may be submitted quarterly or after a longer period should the Institution prefer.
- d. Non-recurring items included in the agreed project budget, such as equipment, will be reimbursed to the Institution on production of the original receipts and invoices. VAT should be excluded where exemption is applicable.
- e. Monies unspent are not available normally for re-allocation to other cost categories, irrespective of whether this can be accommodated within the total approved when the application was submitted.

2. COMMENCEMENT OF PROJECT

The Director should be notified of the starting date. If the commencement date is delayed, and the cost estimates are out of date, it will be necessary for the institution's Finance Office to supply revised figures. Any such revisions are subject to agreement by the Trust and must be accommodated within the grant awarded.

3. CLAIM FOR REIMBURSEMENT OF COSTS INCURRED

- a. As soon as possible after the end of each quarter, or such longer period agreed with the Trust, the institution's Finance Office should send to the Director a statement in the format shown on our website, giving the following information in respect of that period.

Precise details of the expenditure incurred on the project including:

- i. Salary costs, superannuation, NI and London/Regional Weighting Allowance (if applicable). It would be helpful if salary awards made during the period could be quoted.
 - ii. Materials and consumables - a list should be provided of the items (or groups of items if they are very small) and their cost. Items claimed must correspond to those approved in the application.
 - iii. Travel (if applicable).
- b. It should be noted that grant payments in the second and subsequent years may be delayed until outstanding reports have been provided by grant holder(s).
 - c. Claims for reimbursement of expenditure on equipment may be submitted as required, when invoices/receipts are available.
 - d. At the end of the project a concluding Grant Expenditure Report should be sent to the Director with the Final Report on the outcome of the research. The Report should be in the format stipulated on the Trust's [website](#).

- e. The Trust shall have the right to seek reimbursement in the event of an overpayment in relation to any Trust grant made to the Institution.

- f. The Trust must be made aware of all new employees being paid for by the grant. The grant holder (or their secretariat) must ensure a CV of the newly appointed member of the team, and details of the exact post included in the original application to which that staff member has been recruited to, is sent to the trust before the corresponding salary inclusion on the next claim for reimbursement.

APPENDIX 2

SUGGESTED FORMAT FOR ANNUAL REPORTS

1. Progress towards goals stated in original application scored from 1 (poor) to 5 (excellent), with reasons for any score lower than 3.
2. Summary of expenditure against budget with reasons for any significant variance (greater than 10%) of actual expenditure against budget either underspend and/or overspend.
3. Brief assessment of actual activity during the period against forecast (see 6) except for year 1.
4. Brief narrative of work undertaken in past 12 months, detailing key achievements, areas of concern, list of articles published (please attach copies) etc.
5. Any proposed adjustment of original project goals &/or timelines with reasons.
6. Bullet point forecast of anticipated activity for the next 12 months.

Reports should be sent as an e-mail attachment to director@julesthorntrust.org.uk

APPENDIX 3

FORMAT FOR FINAL REPORTS

The Final Report should be sent to the Director no later than 3 months after the cessation of funding unless agreed otherwise by the Trust.

1. **THE FINAL REPORT**, which will be reviewed by the Trust's Medical Advisory Committee, should cover the whole period of the research and should be concise and set out explicitly the results achieved and their significance. The report should not exceed **six sides** of A4 paper including the quantification of results, which is an essential part of the report. Tabulations, graphs, illustrations etc. can be shown separately in the form of appendices but these should be limited to four sides of A4 paper. The report should be accompanied by a FINAL SUMMARY, (two copies) in non-technical terms as far as possible.
2. Please give the following information:
 - a. Title of the research and Trust's reference number,
 - b. Location of work,
 - c. Date of commencement of research and period covered by the report,
 - d. Name, title and position of the author(s) of report,
 - e. Name, title and position of any personnel not mentioned in (d) whose salary is funded by the Trust (with date of commencement if other than the start of the project),
 - f. Date of submission of the report.
3. The final report should include, *inter alia*, comments under the following headings:
 - a. Aims / Objectives
Restatement of aims/objectives of the original application.
 - b. Report on research undertaken
This should provide sufficient information for the Medical Advisory Committee to assess the quality of research work which has been carried out and should include comments on how far the aims and objectives have been met.
 - c. Clinical benefit
What clinical benefits have resulted / could result from this research?
 - d. Patents
Specific reference should be made to whether any discovery arising from the research is to be patented, and the prospects for commercial exploitation.
4. The final report should be submitted as an e-mail attachment (PDF or Microsoft Word) sent to director@julesthorntrust.org.uk . In addition, Please send **one** paper copy (single-sided if possible) to The Sir Jules Thorn Charitable Trust, 24 Manchester Square, London W1U 3TH.

NOTE: Final settlement of costs for the project cannot be made until the final report has been received by the Trust.

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