# The Sir Jules Thorn Award for Biomedical Research

# Terms And Conditions

# Applicable to Grants

Updated September 2026

**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 are set out in paragraph 13.

The Institution to which the Award is made must ensure that the Grant-holder 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 members, the Institution undertakes to issue a contract of employment to such staff which is in compliance with relevant laws and regulations. The Trust will not be responsible for, nor will it indemnify, the Institution against any claim for redundancy, compensation, dismissal or discrimination, or any other claims for which the Institution or any permitted sub-contractor may be liable as an employer or otherwise.

b. The Institution must recruit all employees funded by the Grant in compliance with the Institution's requirements and recommendations for good practice in recruitment.

c. The Trust will not reimburse the cost of maternity, paternity or adoption leave (or other leave to which an employee is entitled by statute or their employment contract) for people employed on the Grant. As the Institution is the employer, it is responsible for discharging all employer statutory and contractual payments for such leave, including any entitlement to remuneration during leave for sickness or injury, and the Trust will not supplement the Grant for this purpose.

## 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 necessary ethical, legal and regulatory requirements to conduct the research are met, and all necessary licences and approvals have been obtained.

b. The Institution must ensure that research involving the use of animals complies at all times with relevant laws, regulations and good practice.

c. The Institution must ensure formal written procedures are in place 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 other relevant guidance on good research practice.

## 3. Sponsorship

a. It is a condition of the Grant that any research involving human participants, their tissue, or their 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 the responsibilities and obligations of such sponsorship. The Trust will provide documentation for signature. A copy is available on request.

## 4. Use of animals in research

a. All experimental programmes supported by the Trust must only use animals where there are no alternatives.

b. Experiments using animals funded by the Trust must:
   - use the simplest possible, or least sentient, species of animal
   - ensure that distress and suffering are avoided wherever possible
   - employ an appropriate design and use the minimum number of animals consistent to ensure that the scientific objectives are met.

c. All grant holders using animals must implement the principles in the cross-funder guidance Responsibility in the Use of Animals in Bioscience Research (www.nc3rs.org.uk/responsibility).

d. Grant holders using non-human primates must comply with the NC3Rs guidelines Primate Accommodation, Care and Use (www.nc3rs.org.uk/primatesguidelines).

e. Grant holders should make use of the PREPARE (https://norecopa.no/prepare) and ARRIVE guidelines (www.nc3rs.org.uk/ARRIVE) when designing their experiments, and ensure that they report animal-based studies in accordance with the guidelines as far as possible, taking into account the specific editorial policies of the journal concerned.

## 5. 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. It is a condition of funding that the Institution enters into the Intellectual Property Agreement with the Trust. The Trust will supply the documentation for signature. A copy is available on request.

## 6. 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. Grants must be activated within 30 days of the Grant start date by submitting a completed Grant Activation Certificate to the Trust. The Trust may withdraw an award which has not been activated within 12 months of the award date.
c. The Institution must ensure that the Grant is used for the purposes for which it is awarded.
d. In the event that the Institution completes the activities funded by the Grant without spending the full amount of the Grant, the Institution must repay all unspent sums to the Trust and the Trust will not be obliged to make any further payments to the Institution in respect of the Grant.
e. If any amount of the Grant is not used in accordance with the conditions under which the Grant is awarded, the Institution agrees to repay such amount promptly to the Trust.

f. The procedures for the financial administration of the grant are contained in Appendix 1.

## 7. 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 Institution's external auditors that the auditors have signed their opinion on the Institution's annual accounts 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 the Trust, 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 supporting the entries made in the cost code.

## 8. 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 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 before using 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 borne by the Institution.

c. Equipment cannot be purchased within the final six months of the grant.

## 9. Publication and reporting

a. The findings from research funded, in whole or in part, 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. All original, peer-reviewed research papers arising from the Award must be made freely available in an Open Access archive such as Europe PubMed Central. Deposit must occur at the time of final publication.

c. The publication or release of such findings may be reasonably delayed where necessary to enable protection of any intellectual property.

d. The Grant holder must submit an annual report during the Grant Period on the progress of the activities funded by the Grant in the format shown at Appendix 2. At the conclusion of the research, a fully detailed Final Report, structured in accordance with the guidance given in Appendix 3 must be submitted. The Trust may, at its discretion, review or amend the reporting formats shown in Appendices 2 and 3 during the Grant Period.

e. The Institution must submit financial reports in accordance with the schedule agreed by the Trust.

f. At approximately the mid-point in the research funded by the Grant the Trust may, at its discretion, require the Grant holder to make a personal presentation on the progress to the Trust's Medical Advisory Committee.

## 10. 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. The Trust accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the activities funded by the Grant. The Trust will not indemnify the Institution, any beneficiary or any other person working on the Grant (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the Institution may be liable as an employer or otherwise or for which any such person may be liable.

## 11. Variation and termination

a. The Trust reserves the right to amend these Grant Terms and Conditions.

b. The Institution must inform the Trust as soon as practicable regarding:
    i. any significant divergence from the original aims and directions of the research that is being funded by the Grant
    ii. any change in the employment status of the Grant holder. Any proposed change regarding the management or leadership of the activity supported by the Grant shall be subject to the Trust's consent.

c. Failure to notify the Trust of any significant change, or to provide annual or financial reports in accordance with the schedule agreed by the Trust, will constitute a breach of the Institution's funding agreement with the Trust.

d. 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.

## 12. 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.

## 13. Definitions

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| **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 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** | The principal applicant named in the Institution's original funding application to the Trust. |
| **Intellectual property** | Includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how. |
| **Institution** | The university or other body to which the Award is made, at which some or all of the research funded by the Grant will be carried out, or which employs the Grant holder. |
| **Trust** | The Sir Jules Thorn Charitable Trust (a charity registered in England and Wales, number 233838), acting through its Trustees. |

## APPENDIX 1

## 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 should be submitted quarterly. If the Institution wishes to make claims on a six-monthly or annual basis, it must seek the Trust's consent and comply with any schedule agreed by the Trust.

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 normally available for re-allocation to other cost categories, irrespective of whether this can be accommodated within the total value of the Grant set out in the award letter.

### 2. COMMENCEMENT OF PROJECT

The Director of the Trust must be notified of the starting date for the work funded by the Grant. If the commencement date is delayed, and the cost estimates are out of date, the Institution must 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 any such longer period agreed in advance 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). Any salary awards made during the period should 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 the Trust reserves the right to withhold grant payments until any outstanding annual reports have been provided by the Grant holder.

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 template is provided by the Trust, and it must be received in this format.

e. The Final Report and concluding Grant Expenditure Report must be submitted no later than 3 months after the cessation of funding unless agreed otherwise by the Trust.

f. 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.

## APPENDIX 2

## FORMAT FOR ANNUAL REPORTS

1. The Trust will provide a template annual report form that will cover the following points:
    - Progress towards goals stated in the original application scored from 1 (poor) to 5 (excellent), with reasons given for any score lower than 3.
    - Summary of expenditure against budget with reasons given for any significant variance (greater than 10%) of actual expenditure against budget either underspending and/or overspending.
    - Brief assessment of actual activity during the period against the milestones set out in the original funding application.
    - Brief narrative of work undertaken in the past 12 months, detailing key achievements, areas of concern, list of articles published (with DOI) etc.
    - Any proposed adjustment of original project goals &/or timelines with reasons. Any significant changes are to be subject to approval by the Trust.
    - 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, in non-technical terms as far as possible.

2. The report should be submitted using the template provided by the Trust and include 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 the report
   e. Name, title and position of any personnel not mentioned in (d) whose salary is funded by the Trust (with the 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 that has been carried out and should include comments on how far the aims and objectives have been met. Please list all relevant publications, including those in press (with DOI where available).

   c. Clinical benefit

      What clinical benefits have resulted / could result from this research?

   d. Intellectual Property

      Specific reference should be made to any arising IP resulting from the work supported by the Grant, any steps taken to protect this IP, and the prospects for commercial exploitation

4. Please comment on whether the work funded by the Grant has supported the career development of members of the research team (including, for example, any promotions, destinations for staff leaving the institution, or follow-on funding secured). Please note that the Trust requests this feedback to inform the future development of its programmes. Any personal data will be held in accordance with the Trust's Privacy Policy. The final report

should be submitted as an e-mail attachment (PDF or Microsoft Word) sent to director@julesthorntrust.org.uk.

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