

Terms and Conditions of Studentship award

Any offer of PhD funding from Brain Research UK (“the Charity”) is subject to the following Terms and Conditions. By accepting the award, the Host Institute (“Host Institute”) agrees to be bound by these terms and conditions and also agrees that in the event of a breach of the terms, the Charity will be entitled to withdraw the grant and to repayment of grant funds.

These Terms and Conditions cover the contractual arrangements between the Charity and the Host Institute relating to the grant awarded to support the Studentship and the research described in the proposal (the “Research”) and other papers submitted to the Charity (the “Proposal”).

Student:			
Lead supervisor:			
Host Institute:			
Date of award:			
Amount of award:	£	Duration of studentship:	

1. Purpose of the Grant

The purpose of the Grant awarded under this Agreement is to undertake the Research.

2. Payment of the Grant

- 2.1. The Charity will only pay for the directly incurred and identifiable costs of the Research. It will not contribute towards the Host Institute’s indirect or infrastructure costs such as rent, general utilities, general administration and supervision costs. The Host Institute hereby undertakes to allocate sufficient resource to meet the Full Economic Cost of the Research.
- 2.2. Payment of the Grant will be made quarterly in arrears upon receipt of an invoice from the Host Institute. Invoices should be submitted with enough detail to verify the costs incurred against the budget given in the application.
- 2.3. The amount of the Grant will not be increased or extended other than in exceptional circumstances and at the sole discretion of the Charity.
- 2.4. The Charity intends that there is some flexibility within the budget to allow for virement between different budget headings. The Charity does not need to be informed if the vired funds represent less than 10 per cent of the annual budget. However where the vired funds represent 10 per cent or more of the annual budget, the Host Institute must apply to the Charity in advance for written permission to re-allocate the funds.
- 2.5. Continuation of funding is dependent upon the receipt of satisfactory progress reports (see clause 3.4, below).
- 2.6. The final claim for payment of the Grant will only be accepted if it is submitted within six months of the end of the Studentship and a final report has been received by the Charity in a form acceptable to the Charity.

3. Project management

- 3.1. The Studentship is expected to commence in Autumn 2019, unless otherwise agreed with the Charity.
- 3.2. The Studentship is a personal award, not transferable to another individual. It is awarded on the basis that the Student will follow the programme of research set out in the Proposal.
- 3.3. The Research should be conducted substantially according to the objectives and milestones indicated in the Proposal, subject to any variations set out in our offer letter dated [DATE]. Any further variations should be discussed with the Charity.
- 3.4. It is a condition of the Grant that the Charity receives an annual report on the progress of the Research. This must be provided within six weeks of each anniversary of the commencement date of the Studentship. A formal review will be carried out after the first year of the Studentship and a final report must be provided within three months of the end of the final year of the Studentship. The Charity will write to notify the Student of the date by which reports and reviews are due and will set out the required format and content. Failure to submit reports on time will jeopardise continuation of the Grant.
- 3.5. Reports will be reviewed by the Charity's Scientific Advisory Panel.
- 3.6. Further to clause 3.3, if the progress of the Research varies substantially from the objectives set out in the Proposal this may amount to a breach of this Agreement and the Charity reserves the right to withdraw the Grant. If the Charity decides to withdraw the Grant, the Student and the Host Institute will be given 28 days to appeal before the Grant is terminated. (Refer to clause 14 for further information on termination).
- 3.7. The Charity reserves the right to use extracts from the progress reports in its publications. It is the responsibility of the Student and Host Institute to indicate any information that is confidential. The Student will be given the opportunity to approve any such extracts and must agree to co-operate with the Charity to meet reasonable deadlines. Consideration will always be given to potential Intellectual Property issues and to the need to avoid releasing unpublished results.
- 3.8. The Charity is a member of the Association of Medical Research Charities (AMRC), which requires the Charity to submit an annual return detailing its active research grants. The return includes information about the Student (including but not limited to name, institution, email address) and the project (including but not limited to title, duration, cost, abstract). The information is held on the database of the AMRC and is available to other member organisations. The AMRC publishes top-level information, but data about individual grants and Investigators is not placed in the public domain. Investigators may request from the Charity a copy of the information that is provided to the AMRC in relation to their grant.

4. General responsibilities

- 4.1. The Host Institute is responsible for ensuring the provision of a safe working environment, meeting the requirements of health and safety legislation, and any other legislation concerning the health, welfare and rights of students.
- 4.2. The Host Institute is expected to provide appropriate facilities and resources to facilitate successful completion of the Research and the Studentship.
- 4.3. The Charity does not act as employer or accept any employer-type responsibility for the Student. The Charity will not be responsible for any claims against the Host Institute under any statute or at common law, nor will it indemnify the Host Institute against any claim for compensation, or against other claims for which the Host Institute may be liable as an employer or otherwise.
- 4.4. In the event that the Student needs to take any long-term leave (including maternity leave,

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paternity leave or long-term sick leave) the Host Institute must inform the Charity immediately. The decision on how to proceed will be taken on a case-by-case basis, in consultation with the Host Institute.

5. Research involving human participants

Approval from the appropriate Research Ethics Committees is required if the Research involves human participants or human biological samples. Confirmation of approval will be required before the Grant can be activated.

6. Research involving animals

- 6.1. Where the Research involves the use of animals the Charity requires that the Research has the approval of the local Research Ethics Committee and that the Host Institute, the Student and the Research have the necessary Home Office licenses.
- 6.2. The Charity expects the Host Institute and the Student to consider, at an early stage in the design of any research involving animals, the opportunities for Reduction, Replacement and Refinement of animal involvement.

7. Equipment

Any equipment which is purchased by the Host Institute out of the Grant will become the property of the Host Institute on the understanding that it will be used for the benefit of the Research for the duration of the Grant. Responsibility for the insurance and maintenance of such equipment shall remain with the Host Institute throughout its period of ownership.

8. Good scientific practice

- 8.1. The Charity expects the highest standards of integrity to be adhered to in the Research it funds. The Host Institute must have in place written standards of good research practice and written procedures for the investigation of allegations of scientific misconduct. Copies of these must be provided to the Charity on request. We expect the Host Institute to adhere to the commitments set out in the Concordat to Support Research Integrity <http://www.universitiesuk.ac.uk/policy-and-analysis/reports/Documents/2012/the-concordat-to-support-research-integrity.pdf>
- 8.2. In the event of fraud occurring, the Charity wishes to make it clear that it is the responsibility of the Host Institute to investigate. If a case of scientific fraud is suspected in the course of the Research, then the Charity must be notified immediately and kept informed of all developments. The Grant would normally be suspended pending full investigation. If fraud is proven, the Grant would be terminated immediately.

9. Dissemination

The Charity is under an obligation to ensure that the useful results of the Research that it funds are placed in the public domain. To ensure that the research we fund has maximum impact we are committed to ensuring that the results of this research are disseminated widely and contribute to the body of scientific knowledge.

- 9.1. The Student, and supervisory team, must make every effort to publicise their results, always ensuring that the Research is peer reviewed prior to it being published, publicised or disseminated.
- 9.2. The Charity supports the open access approach which enables researchers to make their

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results available freely on the internet and retain copyright of the publication. The Student may apply to the Charity at the time of publication for support towards the additional costs of this.

- 9.3. The Student or Lead supervisor must alert the Charity in advance of any articles or presentations based on the Research in time to allow consideration of the implications and wider publicity potential. The Student or Lead supervisor must ensure that copies of proposed articles (based wholly or partly on the research funded) are forwarded to the Charity when the article is accepted for publication or presentation at meetings/conferences.
- 9.4. Acknowledgement of the support of the Charity is required in all publications relating to the Research including abstracts submitted to scientific meetings.
- 9.5. Any press statements associated wholly or partly with the Research must be approved by the Charity prior to release. The Charity may wish to participate in any such releases. It is the responsibility of the Lead supervisor to ensure that the Host Institute's press office is aware of this requirement.
- 9.6. The requirement to acknowledge the support of the Charity in publications and publicity relating to the Research does not constitute a license to use its name and logo.

10. Liability

- 10.1. The Host Institute agrees to indemnify and hold harmless the Charity from damage to persons or property resulting from negligence on the part of itself, its agents or its officers.
- 10.2. To the extent that the Research involves human participants, the Host Institute agrees to indemnify and keep indemnified the Charity from and against any potential liabilities, costs, damages or expenses arising from and out of any claims made against the Charity by such Research participants as a result of any negligent or non-negligent harm. Such indemnity shall apply only to the extent that the Charity itself is not responsible for such harm, and only to the extent that the Charity (a) promptly notifies the Host Institute of details of the claim; and (b) does not make any admission in relation to the claim; and (c) allows the Host Institute to have the conduct of the defence or settlement of the claim; and (d) gives the Host Institute all reasonable assistance in dealing with the claim.
- 10.3. The Student and the Host Institute must make it clear to Research participants that, whilst the Research has been funded by the Charity, the Charity can accept no responsibility for either negligent or non-negligent harm and that it is the Host Institute that is responsible for the Research undertaken.

11. Intellectual property (IP)

The Charity is under an obligation to ensure that the useful results of research that it funds are applied for the public good – to maximise the opportunities for advancement in the understanding, diagnosis and treatment of neurological conditions. In some circumstances, this obligation may be best achieved through the protection of intellectual property and commercial exploitation.

- 11.1. The Charity requires the Host Institute to have procedures in place for the identification, protection, management and exploitation of Charity-funded IP.
- 11.2. The Student and/or Lead supervisor and/or Host Institute must notify the Charity promptly in writing when IP arises from the grant and take reasonable steps to ensure that such IP is protected and not published or otherwise disclosed publicly prior to protection (whilst at the same time ensuring that potential delays in publication are minimised).
- 11.3. The Host Institute should seek the Charity's consent to commercially exploit the results of

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any research it has funded. Consent will not be unreasonably withheld, and the Charity will only refuse an institution's request where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. In the event that the Charity does not provide a response to the Host Institute's request within 30 days, the Host Institute or its technology transfer subsidiary will automatically have the right to proceed with such commercial exploitation. The Host Institute is not required to seek the Charity's consent in assigning intellectual property to its technology transfer company.

- 11.4. The Charity requires the Host Institute to ensure that all persons in receipt of Charity-funding or working on any Charity-funded activity (including employees, students, visiting staff and sub-contractors) and employed or retained on terms that vest in the Host Institute all Charity-funded IP.
- 11.5. The Host Institute, Student and Lead supervisor should inform the Charity of any pre-existing arrangements of which they are aware and which could lead to a breach of the Charity-funded standard conditions. The Host Institute should take reasonable endeavours to ensure that no consultancies, third party restrictions or arrangements that might impact on a Charity-funded grant are entered into in relation to any Charity-funded person or activity without prior agreement of the Charity. Charity-funded investigators or individuals involved in a Charity-funded project should not use materials or compounds (other than those obtained commercially), on terms that would place restrictions on the publication of the results. Institutions should take reasonable endeavours to ensure that 'reach through rights' have not been granted on any Charity-funded IP in favour of commercial organisations providing materials or compounds to Charity-funded individuals for research purposes. However, the Charity recognises that companies providing materials may often require exclusive rights to any IP arising from use of that material, and that this requirement is often non-negotiable. Where IP arises from research linked indirectly to the use of material provided under such agreement, the provider should be offered a time-limited opportunity to take out a revenue-generating licence.
- 11.6. As a condition of granting consent for commercial exploitation, the Charity will require the Host Institute to accept standard revenue and equity sharing terms of the Charity, as set out in Appendix A.

12. Fundraising and publicity

The money to fund research would not be available were it not for the activities and goodwill of the Charity's donors and volunteers. It is a condition of this Grant that the Student and the Host Institute co-operate with the Charity on fundraising/ publicity initiatives around the award of the Grant and the Research to be undertaken, always acknowledging the need for caution where wide publicity may confound the study and the Host Institute's own fundraising needs. If requested to do so, the Student must contribute at least one lay article each year for use in the Charity's fundraising or publicity materials during the period of the Grant.

13. Student transfers

- 13.1. Transfers would usually only be agreed where essential to the Student's training, for example, when a supervisor is moving and no appropriate alternative supervision is available.
- 13.2. In the event that a transfer is required, the Charity must be informed in writing immediately.
- 13.3. Decisions on whether to transfer the Studentship will be taken on a case by case basis. Reference should be made to clause 14.4 regarding termination of this Agreement.
- 13.4. In the event that it is agreed to transfer the Grant to another Institution, the Charity would

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require that any equipment funded out of the Grant be transferred to the new institution. The Charity will not be responsible for any transfer costs.

- 13.5. In the event that the Grant is transferred, the Charity will meet the Host Institute's reasonable costs necessary to discharge such obligations which cannot be cancelled and which exist at the time of transfer. Beyond this, the Charity shall have no further obligation to the Host Institute (save in respect of prior breach).

14. Termination

- 14.1. If the Student and/or the Host Institute fail to comply with their obligations contained within this Agreement and any failure (if capable of being remedied) remains unremedied for 28 days after notice is served by the Charity, the Charity shall be entitled to terminate the Grant on three months' written notice. In this event, the Charity will meet the Host Institute's reasonable costs necessary to discharge such of the obligations detailed within the original project budget submitted as part of the Proposal which cannot be cancelled and which exist at the time of termination.
- 14.2. The Charity may terminate the Grant forthwith if:
- 14.2.1. The Host Institute and/or the Student does anything which in the reasonable opinion of the Charity brings or is likely to bring the name or reputation of the Charity into disrepute;
- 14.2.2. A resolution is passed for the voluntary or compulsory liquidation of the Host Institute or if a receiver is appointed over all or part of its business.
- 14.3. On termination of the Grant pursuant to clauses 14.1 and 14.2 of this Agreement the Host Institute and the Student will forthwith cease to use the Charity's name in connection with the Research, unless otherwise agreed by the Charity in writing.
- 14.4. In the event that the Student leaves the Host Institute before the end of the term of the Studentship, the Charity will terminate this Agreement. In the event that termination is caused by the Student transferring to another institution, the Host Institute shall in accordance with clause 13 cooperate fully with the Charity, the Student and their new institution to facilitate successful completion of the Research.

15. Force Majeure

Neither the Charity nor the Host Institute shall be held to be in breach of the Agreement if it fails to meet its obligations owing to circumstances outside its reasonable control.

16. Alternative Dispute Resolution

- 16.1. If any dispute or difference arises between the parties pursuant to this Agreement, the parties shall, within 10 days of service of a written request from either party, meet in a good faith to resolve the dispute or difference. Where a face to face meeting is impractical (for instance in the case of Research taking place overseas), the meeting may be conducted via a conference call.
- 16.2. If the dispute or difference is not resolved at such a meeting, either party may propose to the other party by service of a written notice that the matter be referred to a non-binding mediation and, if such proposal is accepted, the mediator shall be appointed by agreement between the parties but shall, in all cases, be a UK-based organisation.
- 16.3. If the dispute or difference is not resolved by mediation within 60 days of a mediator being appointed or if the parties do not agree to refer the dispute or difference to mediation under this clause 16 or if the parties elect to withdraw from the mediation, the dispute or

difference may be referred by either of the parties to litigation.

- 16.4. The parties shall not be obliged to comply with the terms of this clause 16 in the event that the dispute or difference concerns the payment or monies by one party to the other which payment has not been made and is now overdue in accordance with the terms of this Agreement.

SIGNED on behalf of the Charity by:

Caroline Blakely
Chief Executive, Brain Research UK

SIGNED on behalf the HOST INSTITUTE by two duly authorised officers:

Head of Department

Name:

Signature:

Date:

Finance Officer

Name:

Signature:

Date:

Acknowledged by the Student:

Acknowledged by the Lead supervisor:

Signature:

Signature:

Date:

Date:

APPENDIX A:

Standard revenue and equity sharing terms

This document should be read in conjunction with the standard Brain Research UK Terms and conditions of funding for project grants and studentships, as applicable.

1. The terms set out below are the Charity’s current terms for revenue and equity sharing, as referenced in clause 11 of the Charity’s Terms and conditions of funding.
2. The Charity accepts that if the Host Institute has a body that is responsible for providing technology transfer services to the Host Institute, it will be necessary to agree with the Host Institute a technology transfer fee to reflect the efforts of the Host Institute in arranging the underlying commercial transaction. The technology transfer fee will be calculated as follows:

Cumulative income	Technology transfer fee
Up to £100k	30%
£100k to £500k	25%
More than £500k	20%

This fee will be deducted before the income distribution referred to in clauses 4 and 5 below.

3. The Host Institute must determine whether the Grant is the sole source of funding for the relevant Research.
4. Where the Grant is the sole source of funding, then the income or equity arising from the Research must be shared as follows:
 - Income up to the sum of £100,000 shall be shared 65% to the Host Institute and 35% to the Charity
 - Income in excess of £100,000 shall be shared as 60% to the Host Institute and 40% to the Charity
 - Where rights to take equity are agreed, these will be shared as 60% to the Host Institute and 40% to the Charity
5. If the Grant is not the sole source of funding for the Research, then the income or the equity arising must be pro-rata calculated to take into account:
 - the inventive contribution of other inventors; followed by
 - the proportionate funding contributions of the Charity, the Host Institute and other third party funders of each inventor (such funding contributions to exclude any salary support provided by the Host Institute from its internal funding).
6. The share of any income or equity due to the Charity shall be allocated to the Charity prior to the deduction of any reward to the Host Institute’s employees or students who are inventors of any IP arising from the Research and the Host Institute shall be solely responsible for payment of such a reward out of the share of revenue or equity to which it is entitled under clauses 4 and 5 above.

Reviewed April 2018