

Standard Terms and Conditions Research fellowship

This document sets out the standard terms and conditions of Imperial Health Charity/NIHR Imperial BRC Research fellowship and any research project directly associated with the fellowship. As well as these terms and conditions, the grantee ('you') must follow any additional conditions as set out in appendix 1 of your grant award letter.

By accepting this fellowship from Imperial Health Charity ('Charity'), you and/or Imperial College Healthcare NHS Trust ('Trust')/Imperial College London ('College') agree to abide by all the Charity's conditions in full. Acceptance of your fellowship indicates agreement to our fellowship grant conditions and compliance with all prevailing laws and regulations applicable to the project. These terms and conditions cannot be negotiated.

Acceptance of your fellowship also confirms compliance with the Trust/College's policies and procedures, the Data Protection Act 2018, the Caldicott Guardian (where applicable) and the requirements of ethical committees where appropriate.

1. Payments & Financial Arrangements

- (1.1) Grants are paid in arrears and the Charity cannot make any payments in advance. The Trust/College must pay for items upfront first, then the grant acts as a reimbursement. All approved costs must be incurred by or before your fellowship end date.
- (1.2) The process is as follows:
 - For awards at the Trust:
 - Contact the Trust's Research and Development (R&D) Finance department, to inform them of your award and your Grant Start Date. Our ICHT contact is hetal.mevada@nhs.net, senior management accountant
 - Show your grant award letter to your R&D Finance team and Divisional Research Manager. They will be able to support you with any processes that you need to follow.
 - ICHT will pay your salary as normal and then reclaim it from the Charity.
 - You can make any order or purchase for other items through e-procurement, coding the expenditure to the R&D funding code allocated to you by your ICHT finance team. The order should be placed through the Divisional Research Manager so they can verify if this is approved fellowship expenditure.
 - Once any order is placed or purchase is made, you should inform the Trust's R&D Finance department, and they will reclaim from the Charity.
 - For awards at the College:
 - Show your grant award letter to your College budget holder or finance manager. Your College supervisor will be able to help you with this. The relevant College finance person will then generate a project code for your grant. They should be able to help with College processes.



- You can then make your order or purchase through purchasing, coding the expenditure to this project code.
- Once you have made your order or purchase, you should send any invoices, receipts or evidence of the expenditure to your budget holder or finance manager and notify them that this needs to be recharged to the Charity. You should also quote your fellowship reference, and the approved cost type the expenditure relates to (as detailed in your grant award letter).
- They should then liaise with College Finance, and College Finance will invoice the Charity.

For the Charity to accept any Trust or College invoice and process the payment, the backing documents to evidence the cost (e.g. supplier's invoices, monthly breakdown for salary), your fellowship reference, and approved cost type must be included, so it is important these are passed along at every stage.

- (1.3) This means the Charity will only pay invoices issued by the Trust/College. The Charity does not provide funding directly to you, nor pay supplier invoices directly, save in exceptional circumstances. The Charity is aware that sometimes items such as personal computers, travel, and minor pieces of equipment, are difficult to procure through the Trust or College, and we may be able to reimburse you directly in certain instances. Please email the Charity's Grants Team (grants@imperialcharity.org.uk) for any request to be considered **before** you make any expenditure. Again, these grants will be paid in arrears and the Charity cannot make any payments in advance.
- (1.4) If your project includes costs that are potentially VAT exempt, such as medical equipment, you must confirm this with the supplier. If these purchases then are VAT exempt, you must obtain a VAT Exempt Certificate from the Charity to enable you to receive this relief. To do this, please email quotes for these items to the Charity's Finance team (finance@imperialcharity.org.uk). The quotes must still be valid for at least one month when you send them in. The Charity will then issue you with the Certificate. **You must not make any purchases until you receive the certificate to show to the supplier(s).**
- (1.5) You, and the Trust/College, are responsible for ensuring that the funds are spent on the project and approved costs specified in your grant award letter, and in accordance with the conditions set out in this document.
- (1.6) The award is fixed at the amount stated in the grant award letter. The award is broken down into approved cost types, which are also fixed. Amounts higher than in the grant award letter will not be paid, except in the case of pre-agreed cost transfers (see 1.8).
- (1.7) You, and the Trust/College, must keep accurate and comprehensive financial records of the spending of the grant. The Charity may ask to view these records at any time the grant is still open. You must also comply with the financial and administrative procedures of the Trust/College.
- (1.8) Moving funds from one approved cost type to another may be possible, however you must seek prior approval from the Charity for transfers that increase an approved cost type(s) by more than 10%. Please email the Charity's grants team (grants@imperialcharity.org.uk) to request this. You must also send us a completed Progress Report. Transfers that increase an



approved cost type(s) by less than 10% are permitted without the need to seek approval, except in the case of salary costs, which may be possible and will always require prior approval.

- (1.9) All grant expenditure must be made between your start and end dates.
- (1.10) You must ensure the Trust/College invoices the Charity promptly for payment, in quarterly instalments. Any invoice must have been received by the Charity within six months of your fellowship end date. Any amount not claimed at the end of this period will remain with the Charity and the grant will be closed without further notice to the you/Trust/College.
- (1.11) Payments may be withheld if the required reporting is not submitted within the timeframes set out by the Charity. Also, the Charity will not pay the final instalment of your fellowship grant until you have submitted your end of grant report (see 3.1).
- (1.12) If on request you are unable to provide evidence of expenditure, the Charity reserves the right to reduce the grant award in kind.

2. Administrative Arrangements

- (2.1) During the course of your fellowship, the Trust/College remains your employer.
- (2.2) You must accept our fellowship offer on our online portal Flexigrant within 16 weeks of the date of your grant award letter as set out in appendix 1 of your grant award letter.
- (2.3) The Charity reserves the right to withdraw without notice any grant that has not been activated within the 16-week time limit.
- (2.6) If the grant has been activated, but you experience delays with your research project due to unforeseen circumstances, you can request a no cost extension to your fellowship, or to temporarily pause it. Please email the Charity's grants team (grants@imperialcharity.org.uk) as soon as possible (and at least four weeks before your fellowship end date) so we can consider this. You must also complete a progress report on Flexigrant with details of your new proposed timetable and budget. You must not incur further costs until you have received the Charity's formal decision. If for any reason you pause your fellowship, then you should inform your Trust/College budget holder, line manager, Research and Development Finance contact, and Divisional Research Manager.
- (2.4) For any maternity/paternity leave, shared parental leave, adoption leave, absences covered by a medical certificate and extended jury service you must refer to your employers HR guidance in the first instance. You must not incur any costs on your fellowship during this period when your fellowship will be paused and you must consult your line manager and Trust/College HR. By 'paused', we mean you cannot incur any fellowship costs, including your salary.
- (2.5) If you cannot continue with your fellowship for any reason, you must contact the Charity's grants team (grants@imperialcharity.org.uk) as soon as possible.



- (2.6) Your fellowship cannot be transferred to another person should you decide to terminate your fellowship at any point.
- (2.7) For NMAHPPs, your backfill must be in place before you start your fellowship. The backfill must be confirmed in writing and you must email the Charity's grants team (grants@imperialcharity.org.uk) a copy of the confirmation as soon as possible. No costs can be incurred until the Charity has received this. If you experience any issue with your backfill, you must email the Charity immediately and before you start your fellowship. For medics, you will need to email the Charity confirming that you have arranged your out-of-programme training.
- (2.8) If your project requires Health Research Authority approval and/or use procedures to be carried out on animals in the UK under the Animals (Scientific Procedures) Act 1986, you must provide the Charity with a copy of the approval as soon as these are secured. The Charity reserves the right to withdraw/terminate your fellowship if approval(s) has/have not been secured within a reasonable time, as outlined in your application, and your fellowship research project is at risk of not being completed.
- (2.9) If your research project requires any internal Trust approvals, you must provide the Charity with a copy of the approval(s) as soon as these are secured. You must not start your research project until the approval(s) are secured. The Charity reserves the right to withdraw/terminate your fellowship if approval(s) has/have not been secured within a reasonable time, as outlined in your application, and your research project is at risk of not being completed.

3. Reporting Requirements

- (3.1) You must submit your end of grant report on Flexigrant within six months of your fellowship end date. The final payment on your fellowship will not be made until your report is received.
- (3.2) The Charity may request a progress report, to be completed on Flexigrant, at any time between you starting your fellowship and before your fellowship end date. It is mandatory to provide these if requested, and further grant payments may be withheld until they are received.
- (3.3) The Charity may also contact you for up to three years after we receive your end of grant report for further updates. This allows the Charity to comply with necessary impact and evaluation measures and it is mandatory to provide this information if requested.
- (3.4) You are expected to measure and evaluate your fellowship as described in your application, and report on this in your end of grant report. The Charity may also request to support or input into your fellowship research project, and you are expected to co-operate with the Charity's impact and evaluation and grants team as appropriate.
- (3.5) Where you have not met reporting requirements or these are not to a sufficient standard, the Charity reserves the right not to support future funding applications from you.

4. Acknowledgement of Funding and Publicity



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- (4.1) In order to maintain the Charity and the NIHR Imperial BRC's reputations, and to support the raising of future income, it is essential that the Charity and the NIHR Imperial BRC are widely known and respected among Imperial College Healthcare NHS Trust, Imperial College London, the scientific community, the media, and among fundraisers and the general public. All opportunities to promote the Charity and the NIHR Imperial BRC must therefore be fully exploited and you are obliged to co-operate with the Charity and the NIHR Imperial BRC over any publicity or fundraising activity arising from your fellowship.
- (4.2) The financial support of the Charity and the NIHR Imperial BRC, wholly or in part, must be appropriately acknowledged in all printed publications, website and other electronic content, presentations, and all publicity and promotional materials and opportunities arising from your fellowship. Visual elements of the Charity's brand, including logos and brand guidelines, are available on our website. Visual elements of the NIHR Imperial BRC's brand are attached to your grant award letter. The ideal format of acknowledgement is: *"This work was supported by Imperial Health Charity and NIHR Imperial BRC."*
- (4.3) You must acknowledge the Charity and NIHR Imperial BRC's funding in your email signature on correspondence within the Trust/College, partners, third-parties and others, for the duration of your fellowship, using the following format: *"Imperial Health Charity/NIHR Imperial BRC Fellow"*.
- (4.4) You are expected to co-operate with the Charity's communications team in order to help maximise positive publicity around your fellowship. Where appropriate, this may include facilitating interviews; photography and filming; sharing key facts, figures, evaluations and findings; engaging with the media; and any other opportunities that may arise to promote the Charity.
- (4.5) All references to Charity and NIHR Imperial BRC-funded work placed on websites, electronic bulletin boards and similar must state clearly that the work is funded by the Charity and NIHR Imperial BRC, and, where appropriate, should include a link to the Charity's website (<https://www.imperialcharity.org.uk/>) and the NIHR Imperial BRC's website (<https://imperialbrc.nihr.ac.uk/>)
- (4.6) The Charity welcomes publicity on social media to drive awareness of the Charity's work and fellows are encouraged to tag the Charity in positive posts about its support.
- (4.7) The Charity's logos, NIHR Imperial BRC's logos, and any other logos and straplines provided, shall be used in accordance with the guidelines and used on all material associated with the grant.
- (4.8) You must inform the Charity and NIHR Imperial BRC when the results of your fellowship and research project, wholly or partly, by the Charity and NIHR Imperial BRC are accepted for publication or presentation. In compliance with this clause, please inform us at the 'submitted' stage to ensure we are informed well in advance of publications arising.
- (4.9) The findings from the research funded by the Charity and NIHR Imperial BRC should be made freely available to the broader scientific community as soon as possible. The publication or release of such findings may be reasonably delayed to enable protection of any intellectual



property in compliance with Trust/College policies. We require you to inform the Charity when the results of your fellowship research project funded, wholly or partly, by the Charity and NIHR Imperial BRC are submitted for publication before they are presented more widely.

- (4.10) A copy of the final manuscript of all peer-reviewed research papers supported in whole or in part by the Charity and NIHR Imperial BRC must be deposited first in an open access archive such as PubMed Central or Europe PubMed Central, to be made freely available within six months of publication and in compliance with the Trust/College policies.
- (4.11) In the event of local or national media opportunities, you are obliged to inform, co-operate and work with the Charity and NIHR Imperial BRC. You must consult the Charity and NIHR Imperial BRC before engaging with the media or any form of publicity. This includes giving a formal interview to a journalist or media organisation; issuing a press release or seeking publicity via the media in any other way. In addition to this, you must inform the Charity and NIHR Imperial BRC if you are contacted by the Trust's press and Communications Team regarding publicity for a Charity and NIHR Imperial BRC-funded project.
- (4.12) In certain instances, the Charity may wish to announce your fellowship or provide an update in the Charity's Focus newsletter, on its website or social media channels. You must co-operate fully at these times, which may include providing quotes, photographs, interviews or statistical information relating to the project. In addition to this, the Charity reserves the right to use data or other material from your application and requested reports as part of its fundraising or publicity activities.

5. Safeguarding

- (5.1) The Charity commits to addressing safeguarding throughout its work, through the three pillars of prevention, reporting and response. We acknowledge that harm to individuals (particularly children and young people, and adults at risk) may arise from or be reported/disclosed through projects and initiatives funded through the charity's grants programme. You, and any associated personnel, are expected to adhere to the Charity's full [Safeguarding Policy](#) and [Code of Behaviour \(Green Card\)](#).
- (5.2) Safeguarding risk assessments must be completed where funding is sought for activities interacting with children or adults at risk. You must provide evidence that these assessment(s) have been undertaken before starting the activities and email the Charity's Grants Team (grants@imperialcharity.org.uk) to confirm this.
- (5.3) Incidents, concerns or disclosures must be reported according to the reporting procedures detailed in the Code of Behaviour (Green Card).
- (5.4) The Code of Behaviour (Green Card) must be followed at all times and shared with colleagues so everyone is aware of the Charity's policies.

6. Staff

- (6.1) The Charity does not act as an employer to staff employed to perform the work for which grants are awarded. The Trust/College undertakes to issue such staff with a contract of

employment that complies with relevant laws and regulations and accepts liability for any additional staff costs that arise that have not been included in the approved costs.

- (6.2) The Charity must be informed in writing if any staff changes take place within a project where the grant is being used to pay their salary.
- (6.3) Any individual funded by the Charity or directly involved in research funded by the Charity must not without the prior written consent of the Charity:
- a) accept an appointment with any other organisation other than through approved Trust/College procedures in compliance with Trust/College policies,
 - b) enter into any agreement on terms which would place restrictions on the publication of research and or any arising intellectual property funded by the Charity other than through approved Trust/College procedures in compliance with Trust/College policies.

7. Equipment

- (7.1) The responsibility for expenses associated with equipment (operating, maintenance, servicing and insurance, for example) that are not covered by your fellowship grant lies with the Trust/College.
- (7.2) Where your fellowship grant has been used to purchase a piece of equipment, that equipment must be used for the purposes for which the grant was awarded.

8. Intellectual Property

- (8.1) As a charity, Imperial Health Charity is under an obligation to ensure that the useful results of research that it funds, in whole or in part, are applied for the public good. In some circumstances, this obligation may be best achieved through the protection of intellectual property and commercial exploitation.
- (8.2) For the purpose of this agreement, Intellectual Property includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright, trademarks, know-how and all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future and including applications, extensions and renewals in relation to any such rights.
- (8.3) The Trust/College and the fellow should notify the Charity promptly in writing when Intellectual Property arises from the grant and take all reasonable steps to ensure that such Intellectual Property 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).
- (8.4) The Charity acknowledges the Trust has a service level agreement with Imperial College Innovations and has procedures in place for the identification, protection, management and exploitation of Charity-funded Intellectual Property and accepts the terms of that agreement.



- (8.5) The Trust/College must present to the Charity annually a Consolidated IP and Commercialisation Report with full details of any IP being commercialised, current status progress, indicating the attributable share to the Charity where this has been agreed.
- (8.6) The Charity has an obligation under charity law to ensure that private benefits arising from its funding, such as wealth creation, are acceptable. To meet this obligation, the Charity expects a fair share of any revenue and equity generated from research it has supported, to be negotiated in good faith when IP is to be licenced or assigned by College/Trust or their appointed representatives to a third party.

9. Fraud and Money Laundering

- (9.1) In the event of a case of fraud or money laundering being suspected, the Charity must be notified immediately and kept informed. All grant funding will be suspended with immediate effect until an appropriate investigation has taken place and concluded. The Charity must be supplied with the full report and have time to consider its findings before deciding whether to permit the payment of any grant monies. The Charity reserves the absolute right in the event of any such investigation not to continue funding the project.
- (9.2) If fraud or other irregularity is proven, the grant will be terminated immediately. The Charity may take action to recover any grant monies already paid out. The Charity reserves the right to report you and Trust/College to monitoring and regulatory bodies, the police and the Charity Commission.

10. Conflict of Interest

- (10.1) You must declare any directorships of companies, trusteeships of charities or any other business or other interests that may have a direct or indirect commercial interest in the project. If, between the time of the original application and this grant being awarded, this information has changed, you must declare this to the Charity before accepting the grant.

11. Limitation of Liability

- (11.1) The Charity accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of the work funded by the grant. The Charity will not indemnify you the Trust/College, or any other person working on a project funded by the grant against any claims for compensation or any other claims.

12. Data Protection

- (12.1) Information supplied to the Charity in connection with your grant application will be used by us in processing the application and managing any grant awarded, including but not limited to: registration of applicants; operation of the Charity's grants processing and management information systems; the acquisition of peer review comments (where some referees may be based outside the EEA); audit and evaluation including statistical analysis, policy and strategy studies; and contacting you in relation to current and future Charity business.
- (12.2) The Charity may release details of grant applications and awards (including the lead applicant, employing organisation, project title, project description, and amount awarded)



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into the public domain (e.g. on its website or in its annual report). The Charity also publishes grants data to [360Giving](#), as part of our commitment to open grants data. This data will not include the name of the lead applicant, but will include the project title, abstract, hospital site, amount awarded, and date awarded. If you would like to opt-out of us sharing your project title and abstract with 360Giving, please email the Charity's Grants Team (grants@imperialcharity.org.uk).

- (12.3) In accepting the grant, you consent to the Charity processing personal and sensitive personal data for the purposes contained in Clauses 12.1 and 12.2 (above) and also in the Charity's [Data Protection and Privacy Policy](#) (which was accepted by you when submitting the grant application).

13. Imperial Health Charity's Strategic Objectives

- (13.1) The Charity acts as a key partner with the Trust. The following are our current 2022-2025 strategic objectives:
- enhancing patient experience throughout the care and treatment journey
 - expanding the Trust's capacity to deliver outstanding care and improve health outcomes
 - support better health and wellbeing for patients in our surrounding communities.
- (13.2) You and associated personnel are expected to work in collaboration with the Charity's Strategy and respective [grants programme](#), [arts programme](#) and [volunteering programme](#).

14. Changes to the Grant Conditions

- (14.1) The Charity reserves the right to change these grant conditions. If an amendment is made to these grant conditions, the Charity reserves the right to apply the revised grant conditions to existing grants. The new grant conditions will only apply to grant activity that occurs after the date of any grant condition amendment. An explanation of any changes will be provided on written request.