

PROJECT GRANTS

Terms and Conditions of Award

The June Hancock

Mesothelioma
Research Fund



Grants are awarded subject to the The June Hancock Mesothelioma Research Fund (JHMRF) conditions of award, as follows:

1. Grants may only be used for the purposes specified. The grant, or any part of it, may be repayable by the institution receiving the grant, at the JHMRF's discretion, to the extent that it is not used for the purposes for which it is given or if the institution fails to comply with any of the conditions of award. The JHMRF will discuss such matters with the institution and allow the institution 90 days to remedy such situation before repayment is requested by the JHMRF. The prior written consent of the JHMRF must be obtained before any change is made to any individual research project or to its delivery or implementation.
2. Any equipment awarded is donated to the institution and is provided solely for the benefit of the research as specified in the grant. Written permission from the JHMRF must be obtained to use the equipment for any other purpose. The institution must ensure that equipment purchased with the JHMRF's funds is appropriately insured and maintained throughout its useful time.
3. The JHMRF reserves the right to discontinue the grant or any part of it before it is paid in full upon six months' written notice to the institution, subject to meeting any costs already incurred or committed to by the institution, including salary or notice commitments, prior to the JHMRF notifying the institution of its decision. The JHMRF shall discuss with the institution the reasons for wishing to discontinue funding of the grant and if due to a failure of the institution to comply with these conditions, the JHMRF shall allow the institution 90 days to remedy such situation. For the avoidance of doubt, in the event of termination by the JHMRF under this condition, the institution shall use reasonable efforts to find alternative funding for staff funded under the grant but in the event that alternative funding cannot be found, the JHMRF shall be responsible after the grant has been discontinued, for any residual payments of salaries or payments in lieu of notice in respect of any researcher or other staff working on the grant.
4. All ethical and legal requirements and appropriate health and safety standards relating to the research are to be met by the awarded organisation.

5. The level of the grant is at a fixed cash level and will not be adjusted to meet pay and price changes which should have been accounted for in the initial submission of the proposal costing. Requests for additional funding will only be considered in exceptional circumstances and are at the JHMRF's discretion.
6. An award should be activated as soon as possible after the proposed start date. If the activity does not commence within 6 months of the proposed start date stated below, the grantholder must notify the JHMRF. Under these circumstances the JHMRF will reserve the right to limit the period of funding, reducing it to the extent of the slippage beyond six months.
7. The institution shall employ all staff working on the grant and shall comply with all obligations under employment legislation and any relevant regulations and codes in respect of such staff. Subject to condition 6 above, the JHMRF accepts no liability for contracts extending beyond the defined grant period. The institution shall ensure that all staff who work on the grant shall be subject to contractual terms which provide that all intellectual property (IP) rights or know-how created by them whilst working on the grant shall vest in the institution.
8. Funds awarded to a single project managed by a named Principal Investigator may be vired between budget headings up to a maximum of 10% per heading without approval; sums in excess of 10% require prior written approval from the JHMRF. All transfers must be notified to the JHMRF.
9. Where the Principal Investigator manages more than one project funded by the JHMRF, no virement between project grants may be made without the JHMRF's prior written permission.
10. If the named Principal Investigator leaves the institution, the institution can seek the JHMRF's permission to continue the research with alternative arrangements. If the named Principal Investigator wishes to transfer a grant to another institution within the UK, the JHMRF will consider such a move providing the aims and objectives of the research activity are not adversely affected, that the new institution has adequate facilities to support the specified activity and that the move has the prior written approval of all parties concerned.
11. Grants will be paid at agreed intervals. A statement showing spend under the relevant financial categories must be submitted to the JHMRF quarterly.

12. An interim progress report will be submitted to the JHMRF within 30 days of the end of the first anniversary from the commencement of the grant and annually thereafter, and a detailed final report submitted within three months of the end of the grant. Reports must be signed by the head of the relevant division/department at the institution, in such formats and containing such information as are reasonably requested by the JHMRF, including effective lay summaries. For periods less than one year a final report only will be submitted. Such reports shall state any divergence from the original timetable and budget for the research projects and must highlight any potential for commercial exploitation of the results of the research funded by the grant.
13. The JHMRF reserves the right to undertake an annual site visit or more frequent visits, to be made by individuals selected by the JHMRF, to enable them to assess the effectiveness and efficiency of the funded projects and to advise on the direction the research should be taking and to agree and review milestones. The JHMRF shall give the institution reasonable notice of such visits to ensure they are convenient for all parties. The institution shall co-operate fully with such representatives of the JHMRF and permit all required access to its records and premises on a confidential basis.
14. The institution shall ensure that the financial support of the JHMRF is properly acknowledged in all oral or written reports, statements or presentations about the research projects funded by the grant. Grantholders must inform the JHMRF when publication of research papers based on work funded, wholly or partly, by the JHMRF is imminent. One copy of each published paper must be forwarded to the JHMRF upon publication.
15. Principal Investigators will provide active support to the JHMRF in pursuing its policy of publicising as widely as possible its awards, and the progress achieved in carrying out scientific research funded by it. Whilst recognising the need to protect appropriately their research interests, Principal Investigators will be as open as possible in discussing their work with other scientists and, in accessible forms, with the public. Once results have been published, Principal Investigators will make available relevant data and materials to other researchers, on request, subject to ethics approvals and intellectual property considerations.
16. Media enquiries about research funded by the JHMRF must be dealt with in liaison with the JHMRF. Any publicity releases relating to the research must be approved by the JHMRF in advance.

17. Any intellectual property arising from the JHMRF-funded research shall vest with the host institution. The host institution shall promptly notify the JHMRF of any such intellectual property as it arises and shall be responsible for its protection and commercialisation. If the host institution chooses not to protect any such intellectual property, then the JHMRF shall have the right, but not the duty, to protect and exploit such intellectual property.
18. The host institution must seek prior written consent from the JHMRF before commercially exploiting any intellectual property arising from JHMRF-funded work, such consent not to be unreasonably withheld. As a condition of granting such consent, the JHMRF and the host institution shall enter into a revenue sharing agreement in order to agree the terms for the sharing of any revenue generated from commercialisation of such intellectual property between the JHMRF, the host institution and any third parties which may have contributed to such intellectual property.
19. The JHMRF reserves the right to make reasonable amendments to the Conditions of Award. The institution will be informed at least one month in advance of any change in conditions.