

FELLOWSHIP AND TRAINING GRANTS



Terms and Conditions of Award

These terms and conditions relate to fellowships and training grants awarded by the June Hancock Mesothelioma Research Fund (JHMRF).

Acceptance of a training grant constitutes acceptance of the terms and conditions. The JHMRF reserves the right to amend these terms and conditions. The host institution will be informed at least one month in advance of any change in conditions. Major changes will be made in consultation with the host institution.

The JHMRF reserve the right to terminate the grant at any time, subject to reasonable notice and to any payment that may be necessary to cover outstanding and unavoidable commitments.

These terms and conditions, together with any additional conditions set out in the grant offer (Appendix B), contain the whole agreement between the JHMRF and the host institution in relation to the stated grant.

Definitions and Abbreviations

The June Hancock Mesothelioma Research Fund (JHMRF): a UK registered charity supporting research projects and training fellowships/studentships in mesothelioma research in the UK and Eire.

The host institution and funding partner: The institution where the fellowship will be based.

Training Grant (TG): a grant providing funds for the training of research students/clinical fellows leading to the award of a recognised qualification, usually a PhD; MD or a Masters degree.

Fees: The funds required by a University for a Student to register for a higher degree.

Host institution: The organisation to which the TG is awarded and which takes responsibility for the management of the research training programme and the accountability of funds provided.

Stipend: The funds awarded to student to cover their maintenance while undertaking postgraduate training leading to the award of a postgraduate degree.

Student or Fellow: The term used to identify the person funded through the training grant.

Fellowship: The term used for the funding award for the purpose of undertaking postgraduate training leading to the award of a postgraduate degree.

Responsibilities of the host institution

The host institution is responsible for selecting, administering and supervising students throughout their period of training, in accordance with current good practice as detailed in the *QAA's Code of Practice for Postgraduate Research Programmes* (2004).

In particular the host institution is responsible for ensuring that:

- Adequate facilities and resources are made available for the research training;
- A safe working environment is provided, meeting the requirements of health and safety legislation, and any other legislation concerning the health, welfare and rights of students, including the Data Protection Act;
- Research Training Programmes contain good training in generic and transferable skills.

The host institution must also ensure:

- That the research supported by the grant complies with all relevant legislation and Government regulation, including that introduced while work is in progress. This requirement includes approval or licence from any regulatory body that may be required before the research can commence;
- That proper financial management of TGs is undertaken and accountability for the use of charitable funds accepted. This would include taking reasonable steps to recover monies paid to students in advance who leave or whose studentship is terminated.

Research Governance

It is the responsibility of the host institution to ensure that the research is organised and undertaken within a framework of best practice that recognises the various factors that may influence or impact on a student's research project. Particular requirements are to ensure that all necessary permissions are obtained before the project begins, and that there is clarity of role and responsibility among the research team (including the student) and with any collaborators. The JHMRF expect projects to be conducted in accordance with the highest standards of research practice

The host institution is responsible for managing and monitoring the conduct of medical and health research in a manner consistent with the Department of Health's Research Governance Framework for Health and Social Care. There must be effective and verifiable systems in place for managing research quality, progress and the safety and well-being of patients and other research participants. These systems must promote and maintain the relevant codes of practice and all relevant statutory review, authorisation and reporting requirements.

Guidance by the MRC on the conduct of medical research, and by ESRC on the conduct of social science research must be observed.

Research Ethics

The host institution is responsible for ensuring that ethical issues relating to a student's research project funded from the TG are identified and brought to the attention of the relevant approval or regulatory body. Approval to undertake the research must be granted before any work requiring approval begins. Ethical issues should be interpreted broadly and may encompass, among other things, relevant codes of practice, the involvement of human participants, tissue or data in research, the use of animals, research that may result in damage to the environment and the use of sensitive economic, social or personal data.

Wherever possible, researchers should adopt techniques that avoid the use of animals. If animals are used in research, good practice must be observed in accordance with the provisions of the Animals (Scientific Procedures) Act 1986, and any amendments. Licences must have been received before any work requiring approval takes place.

The host institution is responsible for managing and monitoring statutory requirements for which it accepts responsibility, for example, in relation to legislation on clinical trials, use of human organs, tissues and data.

Health and Safety

The host institution is responsible for ensuring that a safe working environment is provided for all individuals associated with a student's research project. Its approach and policy on health and safety matters must meet all regulatory and legislative requirements and be consistent with best practice recommended by the Health & Safety Executive.

Misconduct and Conflicts of Interest

The host institution is required to have in place procedures for governing good research practice and ensure that there are reliable systems and processes in place for the prevention of misconduct e.g. plagiarism, falsification of data, together with well-defined and clearly-publicised arrangements for investigating and resolving allegations of misconduct.

Where an allegation of misconduct arises in respect of a student supported by a TG, the JHMRF must be informed immediately and notified of the outcome of any investigation.

The host institution must ensure that potential conflicts of interest in research are declared and subsequently managed.

Use of Funds

TG funds may be used, without reference to the JHMRF, in such a manner as to best undertake the provision of training leading to the award of a postgraduate degree, subject to the following conditions:

- Funds may be used for student stipends, fees, project costs and the incidental costs of research training, such as travel and conference attendance;

- Students may be full or part-time;
- Grant funds cannot be used to meet the costs of any item where the activity falls outside the period of the grant.

Extensions, Suspensions and Terminations of Studentships

The host institution must make suitable arrangements for coping with absences of students for illness, maternity leave, paternity leave, adoptive leave, extended jury service and holidays. The Host institution must ensure that it is aware of unauthorised absences by students. The period of a student's support may be extended at the host institution's discretion to offset a period of genuine absence, subject to finding the necessary funding from within the host institution's training account.

Student Transfers

The grant will not be amended to take account of the transfer of a student from one host institution to another or from one department to another within the host institution. Transfers may be arranged where they are essential to the student's training e.g. when a supervisor is moving, and should be by agreement between the host institutions concerned.

Grant Arrangements and Starting Procedures

Grants are for a specified number of years, adopting fixed start and end dates. These are specified in the grant offer (Appendix B).

The JHMRF reserves the right to require the host institution to complete and submit a statement of expenditure at any time during the course of a grant, or to provide supplementary information in support of an interim or final expenditure statement.

Payments will be made in accordance with the schedule shown in Appendix A.

Monitoring and Information Requirements

The host institution should inform the JHMRF of any significant changes to the student's research project funded from the TG, including change of supervisor or project objectives.

The JHMRF expects that the start and end dates for the funded period of study will be agreed at the outset and would not be amended during the doctoral project unless exceptional circumstances apply. The JHMRF should be notified of students whose awards have been terminated, extended or transferred within a month of the change being formally agreed by the host institution.

Host institutions are also required to return information on the date of submission of the student's thesis.

Intellectual Property Rights

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.

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.

Dissemination of Research

It is the responsibility of the host institution and the Supervisors to actively communicate the research to the public at both local and national level, and to raise awareness of the role of science and research in any related issues of public interest.

Publications and other forms of media communication, including media appearances, press releases and conferences, must acknowledge the support received from the JHMRF.

For articles published in journals, or deposited in institutional or subject-based repositories, the acknowledgement of funding should take the form of a sentence:

This work was supported by the June Hancock Mesothelioma Research Fund:

Grant Reference Number:

Disclaimer

The JHMRF accepts no liability, financial or otherwise, for expenditure or liability arising from the research funded by the grant, except as set out in these terms and conditions, or otherwise agreed in writing.

Where studies are carried out in an NHS Trust, the Trust has a duty of care to its patients. The JHMRF does not accept liability for any failure in the Trust's duty of care, or any negligence on the part of its employees.