



## **Fungal Infection Trust Grant Conditions**

These Grant Conditions, together with the Award Letter, set out the terms and conditions on which the Grant is made by the Fungal Infection Trust to the Institution.

The institution must ensure that the Grant Holders and others supported by the Grant are made aware of and comply with these Grant Conditions and the Award Letter.

### **Definitions**

*'Award Letter'*

the letter from the Trust to the principal Grant Holder specifying the amount of the grant that has been awarded, and in which category of expenditure.

*'Grant'*

the grant described in the Award Letter.

*'Grant Holder' and 'Grant Holders'*

the principal applicant and any co-applicant, as specified in the Award Letter.

*'Institution'*

the university, institution or other body at which some or all of the research funded by the Grant will be carried out or which employs the Principal Applicant.

*'Intellectual Property' or 'IP'*

includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how.

*'Trust'*

The Fungal Infection Trust (registered charity number 1147658) acting through its Trustees as listed at [www.fungalinfectiontrust.org](http://www.fungalinfectiontrust.org)

*'Trust-funded IP'*

intellectual property that is, or has been, created, exemplified or developed (whether in whole or in part) from the research that the Trust funds. Copyright will be retained by the Trust on all items on the Aspergillus website on [www.aspergillus.org.uk](http://www.aspergillus.org.uk)



## **1. Employment**

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 the employment of staff, the Institution undertakes to issue a contract of employment which is in compliance with relevant laws and regulations.

## **2. Research practice**

The Institution must ensure that, before the research commences and during the full Grant period, all the necessary legal, ethical and regulatory requirements (including genetic manipulation and Home Office) in order to conduct the research are met, and all necessary licences and approvals have been obtained.

## **3. Audit and Administration**

- a) The Institution must ensure that sufficient resources are provided to support the activities described in the Award Letter.
- b) The Grant should be activated within 12 months of the proposed start date referred to in the Award Letter.
- c) 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 the formal audit arrangements that exist in the Institution. The Trust reserves the right, at its discretion and expense, to commission an audit of the Grant and/or the systems used by the Institution to administer Trust grants.
- d) The Institution should maintain a separate accounting cost code specific to the Grant, and all costs and income properly related to the Grant should be accounted for through the cost code. The Institution should ensure that appropriate records are kept to support the entries made on the cost code.
- e) The Trust expects to be invoiced quarterly within 3 months of the end of the period being invoiced. The Trust reserves the right to withhold payment if these Terms are not complied with.

## **4. Equipment**

Equipment funded by the Grant is awarded to the Institution Department specifically for the Grant Holder's research. Written permission from the Trust must be obtained to use the equipment for any other purpose. Should the Grant Holder move Institution, the Trust reserves the discretion as to whether the equipment is collocated with the Grant Holder or stays with the Institution.

## **5. Publication, publicity and reporting.**

- a) The findings from the research funded by the Grant 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 all protection of any intellectual property (see section 6).
- b) The Trust's contributions should be acknowledged in all publications
- c) The Trust will issue an annual report of all papers and outputs arising from the funded research, and will require annual notification of abstracts, publications and any other public outputs of the research work.
- d) The Grant Holders must submit a final report on the project funded by the Grant within three months of the end of the Grant period.

## **6. Intellectual property and commercial activities.**

- a) The Trust requires the Institution to develop and implement strategies and procedures for the identification, protection, management and exploitation of Trust-funded IP. The Trust also requires the Institution to ensure that all persons in receipt of Trust funding or working on a Trust-funded activity (including employees, students, visiting fellows and subcontractors) are employed or retained on terms that vest in the Institution all Trust-funded IP.
- b) Should any Trust-funded IP arise from the Grant, then the Trust requires the Institution to consider whether the protection, management and exploitation of such Trust-funded IP is an appropriate means of achieving the public benefit. If the Institution considers that this is an appropriate means, then the Institution must inform the Trust. The Trust expects a reasonable revenue and equity-sharing arrangement to be negotiated with the Trust as soon as realistically practical.
- c) If the Institution wishes to use any third party to carry out its obligations with respect to this paragraph 6, then it must provide details of the proposed third party to the Trust and obtain the Trust's prior written approval to such third party carrying out exploitation activities with respect to Trust-funded IP.

## **7. Limitation of liability.**

The Trust accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of work funded by the Grant. The Trust will not indemnify the Institution, any Grant Holder 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.

**8. Variation and termination.**

- i) The Trust reserves the right to amend these Grant Conditions or any terms and conditions in the Award Letter.
- ii) The Institution (or the Grant Holders if appropriate) must inform the Trust without delay of any change to the status of the Institution or the Grant Holders which might affect their ability to comply with these Grant Conditions.
- iii) The Grant Holders must inform the Trust as soon as practicable of any significant divergence from the original aims and directions of the project that is being funded by the Grant.
- iv) The Trust reserves the right to terminate the Grant without notice.

**9. Governing law and jurisdiction.**

These Grant 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 Conditions.

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