ALZHEIMER’S SOCIETY

TERMS AND CONDITIONS OF GRANT

«Current Year»
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ALZHEIMER’S SOCIETY

TERMS AND CONDITIONS OF GRANT

1 Definitions and Interpretation

1.1 In these Conditions the following words and phrases shall have the following meanings unless the context otherwise requires:

- **Arising Intellectual Property** means any Intellectual Property Rights arising from or created or developed in the course of the Project or otherwise with the use of the Grant;

- **Bank Holiday** means any day which is designated a public holiday in England by the Government of the United Kingdom;

- **Business Day** means any day other than a Saturday or Sunday or a Bank Holiday;

- **Commencement Date** means the date on which the signed Activation of Grant Certificate is submitted by the Host Institution to the Society;

- **Conditions** means these conditions and the Schedules annexed hereto;

- **Europe Pubmed Central** means the online searchable archive of biomedical and life sciences journal articles of that name;

- **Grant** means the sum specified in Paragraph 2 of Schedule 1 to fund the Project;

- **Grant Letter** means the letter from the Society to the Host Institution confirming the award of the Grant;

- **Grant Period** means the period during which the Grant will be paid which is specified in Paragraph 7 of Schedule 1;
**Intellectual Property** means all industrial and intellectual property rights including without limitation patents (including any extensions and supplementary patent rights), rights to inventions, trade marks and/or service marks (whether registered or unregistered), registered designs, unregistered designs, copyright and database right and rights of a similar nature by whatever name they are known in any country of the world, whether registered or unregistered, together with any applications (and rights to apply) for any of the foregoing or renewals or extensions of the same and and the right to claim priority in respect of any of the same, in any part of the world, and the copyright in all drawings, plans specifications, designs and computer software, all rights in biological and chemical materials and all Know-how and confidential information;

**Know-how** means all information including that comprised in or derived from data, disks, tapes, manuals, source codes, flow-charts, catalogues and instructions;

**Net Revenue** means the profit generated from the commercialisation of any Arising Intellectual Property following the deduction of:

- any fees paid in respect of the registration of any rights in the Intellectual Property;
- legal fees in respect of the protection of the Intellectual Property;
- fees incurred by any technology transfer agent contracted to advise on the registration and exploitation of the Intellectual Property;

**Principal Investigator** means the person who applied for the Grant and who is responsible for the Project as specified in Paragraph 1 of Schedule 1;

**Project** means the research project funded by the Grant summarised in Paragraph 4 of Schedule 1;

**Purposes** means monitoring the performance of the Project and the application of the Grant;

**Reports** means those reports specified in Schedule 2;

**Specification** means the research specification attached as Schedule 3 to these Conditions;
Term means the period from the Commencement Date until six (6) months following the end of the Grant Period, except for the terms of these Conditions relating to Intellectual Property, which shall endure for the entire period for which Arising Intellectual Property rights continue;

Volunteers means members of the team of volunteers from the research network established by the Society to be involved with and support the Society’s research programme.

2 Term and Activation of Grant

2.1 These Conditions shall endure for the Term.

2.2 The Project must commence within one calendar year of the date on which the Society notifies the Host Institution of the award of the Grant.

2.3 On wishing to activate the award, the Host Institution shall complete the Activation of Grant Certificate set out in Schedule 4, and return it to the Society at least two weeks prior to the intended activation of the Grant.

2.4 Should the Activation of Grant Certificate not be signed and returned within the time specified in Condition 2.3, the Society may withdraw the offer of the Grant.

3 The Grant

3.1 The Society reserves the right to change the Conditions from time to time. The Grant is awarded to the Host Institution subject to the Conditions that apply at the time the Grant is awarded or any subsequent amendments notified to the Host Institution.

3.2 Once a Grant has been awarded by the Society, financial support will be provided in accordance with and subject to these Conditions.

3.3 The Host Institution shall ensure that the Grant shall be used only in respect of the Project and may only amend the components of the Grant set out in Paragraph 3 of Schedule 1 or vire the expenditure between such components with the prior written consent of the Society.

3.4 The amount of the Grant shall not be increased other than at the absolute discretion of the Society where there are exceptional circumstances and the Society has available funds.

3.5 The Grant is made by the Society for the Project on the basis that the Host Institution and the Principal Investigator comply with guidelines issued by the Society from time to time in respect of:
3.5.1 completing grant applications; and
3.5.2 undertaking research.

3.6 The Society accepts no responsibility for costs or expenses incurred in respect of the Project over and above the amount of the Grant awarded. The Host Institution will be responsible for meeting all indirect costs of carrying out the Project effectively.

3.7 The Grant may be used to pay the employment costs of any individual working on the Project where the costs are specified in the budget included in the application for the Grant.

3.8 Where the Grant is used to pay employment costs of one or more individuals:

3.8.1 the Society shall not be the employer of an individual employed on the Project and the Host Institution shall employ such individuals ensuring that they have written terms of employment and that the Host Institution has appropriate employment policies and procedures in place;

3.8.2 National Insurance and pension costs may only be paid from the Grant if they are included in the approved budget, otherwise such costs shall be paid by the employer of the individual;

3.8.3 the Grant may not be used in respect of any payment for sick leave maternity, paternity or adoption leave or any other paid leave of absence;

3.8.4 the Grant may not be used in respect of the payment of any redundancy costs or any award made by an employment (or any other) tribunal;

3.8.5 the Society shall not pay for any increase in salary unless such costs are included in the budget and awarded to the individual or role specified in the budget;

3.8.6 the Grant shall not be used:

3.8.6.1 to pay any bonuses to employees of the Host Institution or Principal Investigator;

3.8.6.2 for any payments due to any inventor of any patentable discovery or any other right in Intellectual Property; or

3.8.6.3 for any indirect project costs, overheads or for costs related to staff advertising and recruitment.

4 Payment and Administration of the Grant

4.1 The Host Institution shall submit claims for the reimbursement of research costs quarterly in arrears. Claims must be in respect of actual expenditure incurred during
the quarter. Claims must be submitted to the Society no later than one month after the end of the quarter.

4.2 Claims for salary reimbursement must be itemised as follows: name of individual, basic salary, National Insurance, superannuation, London weighting allowance if applicable.

4.3 The Society will reimburse the Host Institution, on the receipt of a claim from the Host Institution, providing that the terms of these Conditions are being met. Payments may be withheld if any Report which is due is outstanding at the date on which payment by the Society is due or the Host in breach of any other term of these Conditions.

4.4 Recipients must respond to any queries raised by the Society about a claim within two weeks, otherwise the Society will settle and process the claim as it reasonably sees fit.

4.5 The first payment of the Grant shall not be made until the Society has received the signed Activation of Grant Certificate.

4.6 Final claims must be received by the Society within six (6) months of the end of the Grant Period. At the end of this six (6) month period, any part of the Grant which is unclaimed and/or allocated will cease to be allocated to the Project and be returned to the general funds of the Society for other purposes. Claims received after the end of this six (6) month period will not be paid by the Society.

4.7 The Grant is awarded in pounds sterling and any payments of the Grant shall be made in sterling.

4.8 The Grant will not be paid to the Host Institution whilst the Grant is suspended.

4.9 The Host Institution shall reimburse the Society for any amounts paid by the Society that exceed those stated in the Specification or where payments have not been used in accordance with these Conditions. The Society reserves the right to recover such sums by offsetting them against any other sums owed to the Host Institution.

5 Extension of Grant Period on Request of the Host Institution

5.1 The Society will consider extensions of the Grant Period for up to twelve (12) months at its absolute discretion provided that the total amount payable by the Society shall not be increased.

5.2 Any extension to the Grant Period must be applied for in the manner specified by the Society from time to time not less than six (6) months prior to the end of the current Grant Period.

5.3 The Society may, in exceptional circumstances and at its absolute discretion, consider an application to extend the Grant Period submitted after the relevant deadline.
6 \textbf{Suspension of Grant Period on Request of the Host Institution}

6.1 The Society may at its absolute discretion agree to suspend the Project and the payment of the Grant and extend the Term for a period of up to twelve (12) months on receipt of an Abeyance Request Form from the Principal Investigator or the Host Institution in the following circumstances:

6.1.1 if the Principal Investigator or a required member of the research team for the Project is absent due to illness, provided that within four (4) weeks of the first day of absence the Host Institution notifies the Society of the reasons for absence and an indication of the period of time for which the Project will need to be suspended;

6.1.2 if the Principal Investigator or a required member of the research team for the Project leaves the team working on the Project of the Host Institution;

6.1.3 if the Principal Investigator or a required member of the research team is away from the Host Institution on the grounds of maternity, paternity or adoption leave.

The Society may also, at its absolute discretion, consider applications to suspend the Grant Period in other circumstances.

6.2 Should the Society agree to the suspension of the Project it will confirm the suspension in writing. Neither the Principal Investigator nor the Host Institution shall treat the Project as suspended until such confirmation is received. If a suspension of the Project is requested and the Society agrees to the suspension, the Society will suspend the payment of the Grant for a designated period of time which if shorter than one year may be extended by the Society at its absolute discretion following a further application by the Host Institution.

6.3 Should the Society agree to the suspension of the Grant Period, the Host Institution shall:

6.3.1 suspend all work on the Project for the period of the suspension;

6.3.2 provide regular Reports as to when the Project is (or is likely) to resume;

6.3.3 respond to any queries raised by the Society within two (2) weeks of the date of the request from the Society.

6.4 A suspension on the request of the Host Institution shall end on the earliest of:

6.4.1 the date specified by the Society in its confirmation agreeing the suspension of the Project and the payment of the Grant;

6.4.2 the termination of the Agreement;

6.4.3 a date agreed by the Society following receipt of an application from the Principal Investigator to resume the payments of the Grant from a
specified date along with confirmation that the reasons for the suspension are no longer valid;

6.4.4 a written notice from the Society to the Principal Investigator that the suspension has ended and that the Project must resume.

6.5 If the Project and the payment of the Grant are suspended the Grant Period will stop running. Following the suspension of the Project and the payment of the Grant, the Grant Period shall resume and shall continue until the full Grant Period has been reached.

7 Suspension of the Grant Period by the Society

7.1 The Society may at its absolute discretion suspend the payment of any part of the Grant following allegations of impropriety including, but not limited to, scientific fraud whilst an investigation is progressing or when the Host Institution is in breach of any of the terms of these Conditions.

7.2 Should the Society impose a suspension of the Grant Period, the Principal Investigator shall:

7.2.1 suspend all work on the Project for the period of the suspension;

7.2.2 respond to any queries raised by the Society within two (2) weeks of the date of the request from the Society.

7.3 A suspension of the Grant Period by the Society shall end on the earliest of:

7.3.1 the termination of the Agreement;

7.3.2 a date agreed by the Society following receipt of an application from the Principal Investigator to resume the payments of the Grant from a specified date along with confirmation that the reasons for the suspension are no longer valid;

7.3.3 a written notice from the Society to the Principal Investigator that the suspension has ended and that the Project must resume.

7.4 In the case of a suspension by the Society pursuant to Condition 7.1, if the reasons for the suspension are not corrected within the time specified by the Society, these Conditions shall terminate unless the Society, at its absolute discretion, extends the period in which the Host Institution may correct the reasons for the suspension. In such circumstances, the Society may invite the Principal Investigator to submit a new application for a grant to be considered as part of the next competitive grant round.

8 Termination of the Grant

8.1 The Society may terminate the Grant immediately by serving written notice if:
8.1.1 the Principal Investigator and/or the Host Institution are:

8.1.1.1 in material breach of any of their obligations under these Conditions; or

8.1.1.2 in breach of any of their non-material obligations under these Conditions and they have failed to remedy the breach within one (1) month of written notice from the Society requiring that the breach is remedied;

8.1.2 at the end of any suspension period of the Grant, the reasons that caused the Society to suspend the Grant have not been rectified; or

8.1.3 it reasonably believes that:

8.1.3.1 the Grant has been misapplied;

8.1.3.2 the Project has deviated from the Specification;

8.1.3.3 the Principal Investigator or any other person working on the Project has falsified results;

8.1.3.4 material information relating to the Project of the funding of the Project has been withheld from the Society;

8.1.3.5 Intellectual Property relating to the Project is being misapplied;

8.1.3.6 the Project is not operating; or

8.1.3.7 the Project has not commenced in accordance with the requirements of these Conditions.

8.2 Without prejudice to any other rights that the Society has under the Conditions of Grant or otherwise, the Society reserves the right to suspend or terminate a Grant at any time and for any reason. So far as reasonably practical, the Society shall endeavour to give at least (3) months’ prior notice, but shall be entitled to terminate or suspend without notice.

8.3 In the event of termination or suspension by the Society where there has been no breach of the Conditions of Grant by the Principal Investigator or Host Institution, the Society will reimburse the Host Institution for expenditure properly incurred by it and authorised under the Grant up to the termination or suspension date.

8.4 The Society shall not make any further payments of the Grant following termination of the Grant.

8.5 If, on termination, the Host Institution holds funds which comprise instalments of the Grant which have been paid in advance of expenditure by the Host Institution, then, on termination, those funds will be repaid to the Society less any reasonable costs
properly incurred by the Host Institution in connection with the Project up to the date of termination.

8.6 This Condition 8, and Conditions 16.2, 16.5, 17, 21, 23 and 24 below shall survive termination of the Grant.

9 Transfer of the Grant

9.1 The Host Institution must immediately notify the Society if the Principal Investigator transfers to a different institution (‘the New Host Institution’), and the Society may at its absolute discretion terminate the Grant.

9.2 If the New Host Institution is eligible to receive funding from the Society and is willing and able to support the Project the Society may, at its absolute discretion, agree to transfer the Grant to the New Host Institution. This will be subject to written agreement between the Principal Investigator, the original Host Institution and the New Host Institution.

9.3 Any costs involved in the transfer must be met by the New Host Institution. The Society shall not fund any additional costs associated with transfer of the Grant.

9.4 If the Grant is not transferred, or if the Principal Investigator does not wish to transfer the Grant, the Host Institution may make a request that the Grant remains with the Host Institution. Requests must be made in writing providing detailed justification and are at the absolute discretion of the Society.

10 Variation of Specification

10.1 Any request to the Society to vary the Project or Specification shall be made by the Host Institution in writing to the Society; such an application shall set out the proposed changes to the Specification and the rationale for such changes. The Society shall, within four (4) weeks, notify the Host Institution whether the Society consents to the proposed variation.

11 General Obligations of the Host Institution

11.1 The Host Institution hereby takes full responsibility for:

11.1.1 administering the Grant;

11.1.2 the management, monitoring and control of the Project;

11.1.3 the employment and training of all those individuals working on the Project;

11.1.4 the dissemination of the results of the research resulting from the Grant in accordance with the provision of Condition 16 below;
11.1.5 ensuring that the Principal Investigator fulfils any obligations ascribed to them in these Conditions.

11.2 The Host Institution shall ensure that the Principal Investigator:

11.2.1 actively engages in the Project ensuring that the Project is well managed and operated in accordance with the Specification;

11.2.2 shall be responsible for professional and academic conduct of the members of the team working on the Project;

11.2.3 submits the Reports on a timely basis;

11.2.4 responds to any questions raised by the Society in undertaking financial and performance monitoring of the Project;

11.2.5 advises the Society of all other financial assistance to the Project.

12 Financial Controls and Project Monitoring

12.1 The control of expenditure funded by the Grant must be governed by the normal standards and procedures, and covered by the same audit arrangements, of the Host Institution.

12.2 The Society shall have the right to require from the Host Institution at any time any financial information in respect of the Grant or the activities it funds, and/or to ask for confirmation from the external auditors of the Host Institution that they have signed their opinion on the annual accounts of the Host Institution without qualification and the management letter from the auditors raised no matters that did or could significantly affect the administration of funds awarded by the Society. If the auditors have raised any such matters in their management letter, the Society may require the Host Institution to provide it with relevant extracts from the letter.

12.3 The Host Institution must provide access to accounting and all other records relating to the Grant and the activity funded by it for auditors and other personnel from or appointed by the Society at any time (at the Society's expense) if requested. Such access must include the right to inspect any equipment or facilities acquired or funded under the Grant. Where elements of expenditure under the Award have been subcontracted, the Host Institution must ensure that he Society’s right of access extends to the accounts, records, equipment and facilities of any such subcontractor.

12.4 The Society shall have the right at its discretion and expense to audit (directly or via third parties engaged by it) the Grant, income and expenditure in relation to the activities funded by the Grant and/or the systems used by the Host Institution to administer Society Grants at any time.

12.5 The Host Institution shall comply with all applicable laws, statutes, regulations and codes relating to bribery and corruption including but not limited to the Bribery Act 2010 (the “Relevant Requirements”) and shall have and shall maintain in place
throughout the term of these Conditions its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

12.6 The Host Institution hereby grants to the Society for the Purposes access at any time during a Business Day to the premises:

12.6.1 at which the Project is being undertaken; and

12.6.2 from which the Project is being administered,

provided that, where reasonably practicable, the Society shall provide five (5) Business Days' notice to the Host Institution of its intention to visit.

13 Personnel

13.1 The Host Institution shall:

13.1.1 inform the Society of the resignation from its employ or faculty of the Principal Investigator on the Project;

13.1.2 not appoint any replacement Principal Investigator without the prior written consent of the Society;

13.1.3 ensure that the names and tenures of all individuals working on the Project are provided to the Society in the Specification or within one month of recruitment to the Project;

13.1.4 provide written notification of the resignation of any members of personnel working on the Project within one week of such resignation being notified to the Host Institution;

13.1.5 ensure that no research post on the Project is vacant for more than six (6) months at any one time;

13.1.6 ensure all advertisements for staff that will be funded by the Grant must indicate that the research is funded by the Society;

13.1.7 provide the Society with a written update on the implications of personnel changes with respect to the Specification.

14 Equipment

14.1 The Host Institution must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant is acquired by the Host Institution in accordance with these procedures. The Society will not reimburse any VAT paid by the Host Institution due to any failure of the Host Institution to claim relief on qualifying equipment.
14.2 Any equipment purchased using the Grant shall be owned by the Host Institution during the Grant Period. At the end of the Grant Period the Society may request that such equipment is transferred to the ownership of the Society. If such a request is made, the Host Institution shall transfer ownership to the Society without any requirement for payment by the Society.

14.3 Equipment purchased through the Grant must be used primarily for the Project during the Grant Period.

14.4 The Host Institution shall not permit the sale or transfer of any equipment purchased using the Grant during the Grant Period without the prior written consent of the Society.

14.5 Full details and a copy invoice must be provided for all items of equipment, non-salary reimbursement and any other single items costing £20,000 or more. Such invoices must be countersigned by the Principal Investigator.

14.6 The Host Institution must take responsibility for installation, maintenance, repairs and insurance costs of the equipment throughout its useful life at its own expense. If any equipment funded under the Grant is lost, damaged or destroyed during the life of the Grant, the Host Institution must repair or replace it at its own cost.

14.7 The Society may choose to attribute recognition of support to a specific item of laboratory equipment purchased from a generous donation. The Society will liaise with the Principal Investigator to ensure that ‘adoption’ is appropriate and to discuss how best to accommodate any associated requests from benefactors. These may include the provision of photographs of the equipment, the placement of a plaque on the equipment acknowledging the donor or a visit by fundraisers to the laboratory.

15 Visits and Involvement Programme

15.1 The Host Institution hereby confirms that it shall permit visits to the laboratory or facilities in which the Project is being undertaken by the Society at least once per year during the course of the Grant Period and up to six (6) months following the end of the Grant Period, to which the Society may invite its staff, Trustees and such other persons as the Society shall think fit.

15.2 The Society may undertake inspection visits in relation to the Project, provided that, where reasonably practicable, the Society shall provide five (5) Business Days’ notice to the Host Institution of its intention to visit.

15.3 The Principal Investigator agrees to comply with the Society’s public and patient involvement programme from time to time in operation, this shall involve:

15.3.1 the Society assigning Volunteers and informing Principal Investigators of contact details for such Volunteers.
15.3.2 the Principal Investigator arranging meetings at mutually convenient times with the specified Volunteers at the Host Institutions premises on at least an annual basis.

15.3.3 the Society shall be responsible for the cost of Volunteers attending meetings.

15.4 Principal Investigator will comply with reasonable requests from the Society to:

15.4.1 give presentations at local and regional level to members of the public;

15.4.2 speak or attend the Society’s annual research conference; and

15.4.3 speak at or attend other events aimed at raising awareness or fundraising.

16 Reports and publications

16.1 The Principal Investigator shall prepare regular Reports in accordance with the requirements of Schedule 2.

16.2 The Principal Investigator or Host Institution shall provide reports and information relating to the Project on the reasonable request of the Society for up to ten years following the end of the Grant Period.

16.3 Failure to submit any of the required reports will jeopardise the continuation of support by the Society and the final claim will not be paid until the Society has received the final report.

16.4 The Society may fund the Grant through restricted funds made available to the Society by third parties. Such funding may be provided following the start of the Project. In such circumstances, the Society may amend the reporting requirements on the Principal Investigator and Host Institution by the provision of one month’s written notice.

16.5 The Principal Investigator shall:

16.5.1 disseminate the results of the Project promptly, subject to any delays to ensure the protection of any Intellectual Property, the protection of which is subject to confidentiality prior to protection being granted;

16.5.2 inform the Society in writing as early as possible once any dissemination of the results of the Project are planned

16.5.3 inform the Society (and its technology transfer agent, if required by the Society) in writing within two weeks of any publication or manuscript being accepted for publication relating to the Project or the results of the Project within two weeks, for up to ten years following the end of the Grant Period;
16.5.4 acknowledge the support of the Society in all publications relating to the research including abstracts submitted to scientific meetings using the following wording prominently: ‘This research was supported by funding from Alzheimer’s Society (grant number XXX)’;

16.5.5 use the Society’s logo prominently on any publications/presentations which are related to the Grant. The Society logo is available to download at www.alzbrandguide.org.uk and shall be used in accordance with any conditions imposed by the Society from time to time;

16.5.6 work with the Society to disseminate outcomes to the general public or targeted audiences if justified by the outcomes.

16.6 Alzheimer’s Society supports open access of publications arising from research funded by this grant. Principle investigators can apply for publication charges by a process as communicated by Alzheimer’s Society. Principle investigators are required to submit all accepted manuscripts in an open access repository within 6 months of publication. For further information see www.eprints.org

16.7 The Society itself may wish to prepare a press statement about the Grant, the Project and/or the results arising from it. In such cases the Principal Investigator shall provide the Society with full co-operation in the preparation of the same.

17 Compliance and insurance

17.1 The Host Institution must ensure that before the Project commences and throughout the Grant Period all the necessary legal, ethical and regulatory requirements relating to the conduct of the Project and the facilities used for the Project are met and all necessary licences and approvals have been obtained. Where any element of the Project is to be conducted outside the United Kingdom such legal and regulatory requirements, licences and approvals shall include those applicable in the country in which the research is carried out in addition to those of the United Kingdom.

17.2 The Host Institution warrants to the Society that it has appropriate policies of insurance covering personal indemnity, public liability and employer’s liability and shall maintain such insurance policies throughout the Project and any commercialisation of the results of the Project;

18 Scientific Integrity and Fraud

18.1 The Host Institution shall ensure that the Project is conducted according to the highest standards of the research community and the Concordat to Support Research Integrity and avoid any actual or perceived conflict of interest or fraud.
18.2 It is the responsibility of the Host Institution to keep in place appropriate written procedures to seek to avoid scientific fraud or other misconduct in relation to the Project and ensure that its staff understand and comply with them. The Host Institution shall provide copies of such procedures to the Society on request. Should any allegations of scientific fraud be made or should the Host Institution believe that an investigation should be made, it shall be the responsibility of the Host Institution to investigation any issues of scientific fraud.

18.3 The Host Institution shall notify the Society within three days of any allegations or suspicions in relation to scientific fraud relating to the Project or any associated research and shall keep the Society informed of developments on a regular basis.

19 Experimental Animals and studies involving people

19.1 In all experimental programmes and studies supported by the Society, the Host Institution must comply with the requirements of Condition 17.1 above.

19.2 All experimental programmes supported by the Society must only use animals where there are no alternatives.

19.3 Experiments using animals funded by the Society must:

19.3.1 use the simplest possible, or least sentient, species of animal;

19.3.2 ensure that distress and suffering are avoided wherever possible;

19.3.3 employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met.

19.4 See the NC3Rs website for further information and guidance (www.nc3rs.org.uk).

19.5 All grant holders using animals must implement the principles in the cross-funder guidance Responsibility in the Use of Animals in Bioscience Research (www.nc3rs.org.uk/responsibility).

19.6 Grant holders using non-human primates must comply with the NC3Rs guidelines Primate Accommodation, Care and Use (www.nc3rs.org.uk/primatesguidelines).

19.7 Grant holders should make use of the ARRIVE guidelines (www.nc3rs.org.uk/ARRIVE) when designing their experiments, and ensure that they report animal-based studies in accordance with the ARRIVE guidelines as far as possible, taking into account the specific editorial policies of the journal concerned.

19.8 In relation to clinical trials and all other involvement of human subjects as participants within the Project, the Principal Investigator shall treat all such persons in accordance with all applicable laws, regulations and guidelines including where applicable the World Medical Association Declaration of Helsinki and the Guidelines for Good Clinical Practice.
19.9 The Host Institution shall inform the Society if it receives notification of:

19.9.1 an inspection of any clinical trial associated with the Project; and

19.9.2 an inspection by the Human Tissue Authority or any other body created to oversee any aspect of scientific research.

20 **Consultancies, Directorships, Third-Party Restrictions and Arrangements, Conflicts of Interest**

20.1 The Society is concerned to ensure that the useful results of research funds are applied for the public benefit (i.e. any private benefit should only be incidental to the public benefit achieved) and that the integrity and independence of researchers funded (in whole or in part) by the Society is not compromised by any commercial involvement which they may have. Therefore the Host Institution shall ensure that no consultancies, third party restrictions or arrangements are entered into in relation to any the Society funded person or activity except as provided in this Condition 20 and in accordance with any the Society policy on the relationship between the Society funded researchers and commercial organisations in place from time to time.

20.2 Individual funded by the Society or involved in any Society funded research may offer services as consultants or non-executive directors to commercial organisations provided that the consultancy or directorship they undertake is limited to the provision of advice and exchange of ideas and must not include research or supervision of research. A consultancy or directorship must not enable a commercial organisation to gain inappropriate access to unpublished data, findings or conclusions from any the Society funded research. The terms of each consultancy or directorship must be set out in a written agreement between the Society funded individual and the commercial organisation and must be submitted for review and approval in advance to the Host Institution in accordance with condition 20.6.

20.3 Neither any individual funded by the Society or involved in any Society funded research nor the Host Institution will, without the prior written consent of the Society, accept an appointment as a consultant, or enter into confidentiality agreements or use materials or compounds (not obtained commercially), on terms which would place restrictions on the publication of, or obtain prior knowledge of any research findings of the Society funded individuals or research activities other than those relating specifically to the materials or compounds supplied. “Reach through rights” over the Arising Intellectual Property in favour of commercial organisations providing materials or compounds to the Society funded individuals for research purposes may not be granted.

20.4 Neither any individual funded by the Society or involved in any the Society funded activity nor any Institution will enter into any collaborative arrangements involving the Society funded individuals, materials or research, where any party would place restrictions on the publication of, or patenting or commercial exploitation of any
results of such collaborative arrangements, without the prior written consent of the Society. As a condition of granting such consent, the Society may require the Host Institution and/or the individual to agree to terms including the sharing of benefits (such as revenues and equity).

20.5 The Host Institution, Principal Investigators and co-applicants confirm that upon acceptance of a Grant there are no pre-existing arrangements which have not been disclosed fully in writing to the Society, which are or could lead to a breach of these Conditions.

20.6 The Host Institution is required to review in advance all proposed agreements involving any individual funded by the Society or involved in any Society funded research to ensure that the agreements are consistent with these Conditions. If the Host Institution has any concern about the commercial involvement or otherwise of any the Society funded individual or the Society funded activity, it must promptly notify the Society of that concern in writing. The Society reserves the right to review any proposed or existing agreement if it believes it could have an effect on the Society’s charitable activities or interests and/or the Grant, and the Host Institution agrees to provide copies of such agreements, as requested by the Society.

20.7 If any individual funded by the Society or involved in a Society funded activity wishes to participate in any start-up company or other organisation, to which the results of any the Society funded activity have or may be transferred or licensed or hold any equity in such company or organisation such individual must obtain the prior written consent of the Society, such approval not to be unreasonably withheld. As a condition of granting such consent, the Society may require the individual and/or the Host Institution to agree to terms including the sharing of benefits (such as revenues and equity).

20.8 Researchers in receipt of a salary funded by the Society must ensure that their time commitments to commercial organisations and other non-research activities are compatible with the policies of the Host Institution and do not have an undue adverse effect on the Project.

20.9 In managing a perceived or actual conflict of interest, the Host Institution must use all reasonable endeavours to ensure that the Society is not put at risk of being in breach of charity law or regulation because of the relationship of a researcher funded by the Society with a commercial organisation. In particular, the Host Institution should act to ensure the useful results of research funded by the Society are applied for the public benefit, with only incidental private benefit. This might involve requiring a researcher funded by the Society to relinquish direct control over some, or all, of the assets they hold in a commercial organisation or requiring the level of compensation offered to a researcher funded by the Society to be capped.
21  Intellectual Property

21.1 The Society’s aim is to exploit the outcome of its research so that the understanding, diagnosis and treatment, prevention, causes and care of dementia and related diseases are maximised. As a charity, the Society is under an obligation to ensure that the useful results of research that it funds (whether in whole or in part) are applied for the public good. In some circumstances, this obligation may best be achieved through the protection of intellectual property and commercial exploitation.

21.2 The Net Revenue shall be divided between the Host Institution, the Society and any other party or parties in a manner proportionate to each party’s contribution. The basis for sharing revenue shall be fair and reasonable so as to take full account of the relative contributions which all parties have made to the Arising Intellectual Property that is being commercialised. In the event that the Project has received no external funding other than the Grant, 50% of the Net Revenue shall be paid to the Society. The Society’s right to a share of the Net Revenue shall last for the full period for which the Host Institution or its successor accrues such revenue.

21.3 The Host Institution shall:

21.3.1 own any Arising Intellectual Property;

21.3.2 have procedures in place for the identification, protection, management and exploitation of Intellectual Property created from the Project and communicate such procedures to all personnel involved in the Project and shall take all reasonable steps to protect any Intellectual Property which may result from the Project;

21.3.3 ensure that all research which is capable of producing results which have a commercial application is kept confidential until steps are taken to protect the Intellectual Property in such results;

21.3.4 ensure that all persons (including employees, students, visiting staff and subcontractors) working on or in relation to the Project or other research funded by the Society are employed or retained on terms that ensure all Arising Intellectual Property automatically vests in or is assigned to the Host Institution;

21.3.5 inform the Society of any pre-existing arrangements of which it is aware which could lead to a breach of the terms of these Conditions. The Host Institution shall ensure that no consultancies, third party restrictions or arrangements which may adversely impact on the Project are entered into without prior agreement of the Society;

21.3.6 ensure that all persons working on the Project do not use materials or compounds (other than those obtained commercially), on terms which would place restrictions on the publication or use of the results of the Project without the prior written consent of Society, For these purposes materials shall include but not be limited to:
21.3.6.1 genetic material from:

(a) humans;

(b) rodents;

(c) invertebrates; and

(d) any other living organism;

21.3.6.2 tissue from any living organism including but not limited to human tissue; and

21.3.6.3 any organic or inorganic compound used in relation to the Project.

21.3.7 where Intellectual Property arises from research linked indirectly to the use of material which is usually provided under an agreement which grants the provider of the material with exclusive rights to any Intellectual Property arising from use of that material, the provider shall be offered a time-limited opportunity to take out a non-exclusive revenue-generating licence to use the Intellectual Property.

21.3.8 notify the Society promptly in writing when Arising Intellectual Property arises and take reasonable steps to ensure 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).

21.3.9 seek the Society’s consent to commercially exploit the results of any research it has funded. Consent will not be unreasonably withheld, but shall be refused where the Society considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. In the event that the Society does not provide a response to the Host Institution’s request within thirty (30) days the Host Institution or its technology transfer subsidiary will automatically have the right to proceed with such commercial exploitation. As a condition of granting consent, the Society will require the Host Institution to accept revenue and equity sharing terms issued by the Society.

21.3.10 subject to condition 21.3.9, use reasonable endeavours to exploit commercially all Arising Intellectual Property and seek to negotiate the assignment or licence of any such rights ensuring that the rights of any potential people involved in the research studies are protected at all times and that if revenue is also to be generated that best efforts are made to ensure the best possible price is achieved;

21.3.11 be responsible for providing the Principal Investigator or any third party with any interest in the Arising Intellectual Property with any reward they are due as a result of their work on the Project from the share of income received by the Host Institution;
21.3.12 provide a semi-annual report to the Society setting out the status of any Arising Intellectual Property (if any);

21.3.13 provide a semi-annual statement setting out the Net Revenue generated;

21.3.14 pay any income received from Arising Intellectual Property which is due to the Society under these Conditions to the Society on a quarterly basis immediately upon expiry of each calendar quarter (with the calendar quarters ending 31 March, 30 June, 30 September and 31 December of each calendar year);

21.3.15 comply with any intellectual property policy notified by the Society to the Host Institution from time to time.

21.4 If the Host Institution decides not to protect, manage or exploit any Arising Intellectual Property the Society has a right, but not a duty, to protect, manage or exploit such Arising Intellectual Property. If the Society decides to exercise this right the Host Institution agree and will take reasonable endeavours to ensure that its employees and students and any third party acting on its behalf do all acts required to assist the Society in such protection and exploitation. In particular but without limitation, the Host Institution shall, if so directed by the Society:

21.4.1 immediately take all necessary steps and give all assistance, at the Society's expense, at any time either during or after the Grant Period, as may, in the opinion of Society, be necessary or desirable to protect the Arising Intellectual Property, to vest and register Arising Intellectual Property Rights in the name of the Society or third party as appointed by the Society and otherwise to protect, maintain and enforce the Arising Intellectual Property Rights; or

21.4.2 immediately transfer the Arising Intellectual Property to the Society or third party as appointed by the Society.

21.5 The Host Institution hereby grants to the Society an irrevocable, non exclusive, sublicensable, royalty free licence to use all the Arising Intellectual Property for any purpose. For the avoidance of doubt, this licence will remain in effect for the duration of the Arising Intellectual Property notwithstanding the expiry or earlier termination of the Grant.

21.6 The Society retains the right to require the Host Institution to assign to the Society without charge all Arising Intellectual Property. Such right will only to be exercised in exceptional circumstances. In the event that such right is exercised, the Host Institution shall carry out the obligations in Condition 21.4. After such an assignment has been completed the Society and the Host Institution shall negotiate in good faith to agree the terms of a revenue share agreement in respect of Net Revenue received by the Society.
21.7 The Host Institution shall retain copies of all agreements (including collaboration agreements, material transfer agreements and confidential disclosure agreements) proposed and/or completed relating to Arising Intellectual Property. The Host Institution shall provide the Society with copies of such agreements as the Society may request from time to time.

21.8 Neither the Host Institution nor the Principal Investigator shall:

21.8.1 enter into any agreement to transfer material used in relation to the Project without a material transfer agreement. For the avoidance of doubt this shall include both material being brought into the Project or being created within the Project and provided to a third party;

21.8.2 enter into a material transfer agreement without the prior consent of the Society. In seeking such consent, the Host Institution or the Principal Investigator, whichever is applicable shall provide to the Society a copy of the material transfer agreement with any such request for consent; and

21.8.3 not amend any material transfer agreement approved by the Society without the prior written consent of the Society,

and a failure to comply with this Condition shall be considered to be a material breach of these Conditions.

21.9 The Host Institution shall:

21.9.1 perform adequate background investigations to avoid any conflicts of ownership or obligation;

21.9.2 exercise reasonable supervision of the Project;

21.9.3 ensure that the Society has the benefit of any contractual protection (including limitations of liability and insurance protection) that the Host Institution has the benefit of as part of any commercialisation arrangements;

21.9.4 ensure, and ensure that its employees, students and any third party acting on its behalf do all acts required to fulfil the obligations of the Host Institution set out in this Condition 21.

22 Contact with the Media

22.1 The Host Institution may promote the Project with the media subject to the prior written consent of the Society and in accordance with the instructions from time to time issued by the Society.

22.2 The Host Institution agrees to assist the Society with reasonable media enquires directed to the Society in relation to the Project and research funded by the Society.
23 Indemnity

23.1 The Host Institution shall indemnify and keep indemnified the Society in respect of any costs, claims, loss or liability whatsoever suffered by the Society (including reasonable legal costs and disbursements) arising as a result of:

23.1.1 any action or inaction taken in respect of the Project by the Host Institution, the Principal Investigator or any person or organisations under their direction or control; and

23.1.2 any breach by the Host Institution and/or the Principal Investigator of any of the terms of these Conditions.

24 Limitation of Liability

24.1 The Society shall have no liability whatsoever to the Host Institution, the Principal Investigator or any third party for any costs, claims, loss or liability incurred.

24.2 Nothing in this Condition shall restrict the Society’s liability in respect of death or personal injury caused by the Society’s negligence.

25 Governing Law and Jurisdiction

25.1 These Conditions and any non-contractual obligations arising out of or in connection with them shall be governed by the laws of England and Wales, and the parties shall submit to the exclusive jurisdiction of the English Courts.
SCHEDULE 1

Grant Details

The Host Institution is «Host Institution», «Host Institution Address Line».

1 The Principal Investigator is «Lead Applicant», «Lead Applicant Address Line».

2 The Grant amount is «Total Requested».

3 The table below sets out the components of the Grant:

«Budget Table»

[Neither the Host Institution nor the Principal Investigator shall reallocate the money comprising components of the Grant without the prior written consent of the Society.]

4 The Project title is ‘«Grant Title»’.

5 The Contact details for the Principal Investigator are:

Contact: «Lead Applicant»;

Address: «Lead Applicant Address Line»;

6 The Project grant number is: «Grant Reference».

7 The Grant Period is: «Grant Duration In Years».
SCHEDULE 2

Reporting

The Principal Investigator shall prepare the following reporting requirements using the pro forma provided by the Society.

Interim reports are required once or twice yearly from the commencement of the Project.

A final report is due within three months of the end of the Grant Period or the termination of these Conditions if earlier.

The Society reserves the right to amend reporting requirements from time to time.

The Society may fund the Grant through restricted funds made available to the Society by third parties. Such funding may be provided following the start of the Project. In such circumstances, the Society may amend the reporting requirements on the Principal Investigator and Host Institution by the provision of one months' written notice.
SCHEDULE 3

Specification

«Scientific Proposal»
SCHEDULE 4

Activation of Grant Certificate

This to give notification that «Host Institution Upper» wishes to activate the award («Grant Reference») made by Alzheimer’s Society entitled «Grant Title Upper» and acknowledges that the grant is subject to the Conditions notified by the Society.

Return by post to:

Director of Research and Development
Alzheimer’s Society
43-44 Crutched Friars
London
EC3N 2AE

The start date of the Project will be ..................

Name............................

Signed .........................

Date .........................