Translational Funding Terms and Conditions

Key terms used within these terms and conditions can be found in the definitions section at the end of this document.

1 All Award Holders must:

1.1 Adhere to the Funders Terms and Conditions for projects and Grant Activities carried out by you, and any participants or organisations. Remit must be intended to support the progression of innovation along a translational pathway.

1.2 Ensure that the appropriate contractual arrangements between The University of Glasgow and Industrial Partner(s) are put in place as required, where applicable. Industrial partner(s) will need to accept The Funders Grant Conditions, particularly in regard to Intellectual Property and revenue-sharing.

1.3 Ensure that the principles of good research practice are followed, including clinical governance, data sharing and preservation in line with relative funding T&Cs (e.g., Wellcome Grant Conditions and the Wellcome Trust funding policies and/or UKRI and MRC funding policies).

1.4 Where applicable, use funds in accordance with The University of Glasgow’s established procurement policies. Control of expenditure awarded on the grant is governed by the normal standards and procedures at the University and will be covered by any formal audit arrangements that exist at the University.

1.5 Spend funds by the date agreed with TRI MT. Funds must be spent according to an agreed application, failure to spend will result in the funds being reclaimed and re-allocated. Requests to reallocate funds and/or to alter the spending profile must be made to TRI MT. Please contact mvls-innovation@glasgow.ac.uk for details.

1.6 Ensure that there are no significant additional space implications that cannot be accommodated by School/Institution(s) within the University and external organisation(s) involved.

1.7 Appropriate ethical approval must be sought and granted where necessary before the start of the project.
1.8 Ensure that the Grant is used only for the Grant Activities; and that the Grant Activities are adequately supported.

1.9 Ensure over-sPENDS become the responsibility of the host School/Institutes(s) and/or Industry Partners. Notify TRI MT before any overspend to discuss mitigation.

1.10 Actively participate in activities related to The University of Glasgow’s Funds, such as symposia and dissemination events, and to support the University in achieving key translational deliverables and The University of Glasgow Public Engagement Team. You must adopt the principles, standards and good practice for public engagement with research set out in the 2010 Concordat for Engaging the Public with Research (if MRC funded).

2 Legal Compliance, Research Practice, and Governance

2.1 You must ensure that the Grant Activities are carried out in accordance with all relevant University of Glasgow:
   a) legislation and codes of practice, including those relating to health and safety and data protection;
   b) regulatory requirements; and
   c) ethical guidelines and principles, including Equality and Diversity Policies.

2.2 You must ensure that all necessary licences and approvals have been obtained and are in place at all times during the Grant Period.

2.3 You must ensure that any element of the Grant Activities that involves the use of animals and that is conducted outside the United Kingdom is, as a minimum standard, carried out in accordance with the principles of UK legislation (for further information, consult the UK Government Home Office, Animals (Scientific Procedures) Act 1986). Where applicable, ensure that all necessary licences are in place before any work requiring approval takes place. If MRC funded, you should also follow the guidance set out in Responsibility in the use of animals in bioscience research. For more information, see MRC policies and guidance.

3 Management and Reporting of the Grant
3.1 Staff funded through Translational Grants, such as Research Associates and Enterprise Associates, will be jointly managed by both the Grant Holder and Prof. Carl Goodyear from The TRI MT.

3.2 The supporting PI of the project must be responsible for ensuring grant conditions are met.

3.3 The grantholder is required to attend quarterly project progress meetings with the TRI MT across the full duration of the award, including written reports when required.

3.4 The grantholder must provide a written report on completion of the funded project. Interim, Annual and Final Reports must be provided via email to the TRI MT by the deadlines indicated.

3.5 Successful applicants are required to liaise with the TRI MT to identify translational opportunities and maximise translational outcomes, including working collaboratively to identify and capture IP opportunities.

3.6 Successful applicants should provide the TRI MT with updates on related awards and funding stemming from the project for a period deemed appropriate by the TRI MT after project completion.

3.7 Both the University and the Grantholder are responsible for ensuring that the progress reports and an End of Grant report are submitted to the given funding body, when required.

3.8 If WT funded, you must liaise with the TRI MT to provide The WT with a Consolidated IP and Commercialisation Report, as required, during the Grant period and until the Wellcome-funded IP has expired.

3.9 The Funder reserves the right to audit at any time without prior notice: that required licenses, approvals, permissions and consent are in place, or were in place when the activity occurred; and compliance with terms and conditions set out by The Funder.

4 Key Deliverables

The University of Glasgow WTTP ECD fund aims to facilitate the development of early-stage translational research, providing the preliminary Proof of Concept / feasibility
data. It is intended to help projects overcome a translational barrier(s) or progress along a translational development pathway.

Specifically, the TRI MT has the objectives to provide sufficient preliminary data to ensure early Proof of Concept, de-risking / feasibility to enable applications to other translational funding calls and ultimately larger translational funding schemes.

The CiC scheme is a key part of MRC’s translational research strategy and is intended to accelerate the transition from discovery research to translational development projects by supporting preliminary work or feasibility studies to establish the viability of an approach.

Therefore, the Grantholder is required to:

4.1 Act in accordance to condition three.
4.2 Submit reports via Researchfish, with updates on the outcomes of the Grant.
4.3 Cooperate with the TRI MT in financial reports as we request, and the Final Expenditure Report within three months from the end period of the Grant.
4.4 Share relevant information on the projects progress for Public Engagement purposes, such as but not limited to; MVLS Webpages, case studies and information for our innovation pipeline.
4.5 If WT funded, follow Public Engagement Grant Conditions set out by The WT.

5 Financial Administration

5.1 The funding may be used to support directly incurred costs (e.g., staff salary (full or part time, research or technical) who will be working on the project, consumables (laboratory chemicals, materials and equipment, etc) at 100% Full Economic Costing (FEC). Equipment maintenance can be covered if it is requested in the application or if it is existing equipment that is essential to the proposed research project and disclaimed on the application. The grant will not cover maintenance costs for equipment if there is a mechanism in place to recoup these costs through access charges.

5.2 The funding must be used to carry out the project as detailed in the application.

5.3 Fundamental research, bridging funds for staff or students, PhD studentships, projects with no clear translational agenda or applied outcomes and the continuation of normal research grants are not eligible.
5.4 Any alterations to the project or planned expenditure must be approved in advance, in writing, by the TRI MT.

5.5 Deviation from activities expressed in the application form may result in rescindment of funds.

5.6 You must give reasonable assistance to us in complying with our legal requirements relating to accounts, audit or examination of accounts, annual reports and annual returns.

5.7 You must repay to us:
   a) any part of the Grant that has not been spent when the Grant Activities have been completed; and
   b) any part of the Grant used in breach of the Terms and Conditions.

5.8 You will be responsible for:
   a) any expenditure on the Grant Activities which exceeds the amount of the Grant; and
   b) any costs arising from any organisational restructuring carried out by you which affects the Grant Activities.

6 Equipment
6.1 You must ensure that any equipment funded by the Grant is purchased in accordance with your procurement procedures in a manner that delivers value for money, is used for the Grant Activities, and is adequately maintained and insured for all appropriate risks.

6.2 You must ask for our written permission to use the equipment for any other purpose, including if you wish to charge, hire, lend or dispose of it.

6.3 You must inform us if the need for the equipment diminishes substantially or it is not used for the purpose for which it was funded for during the Grant Period. We reserve the right to determine the disposal of such equipment and to claim the proceeds of any sale. Any proposal to transfer ownership of the equipment during the period of the Grant requires prior approval by The TRI MT.

6.4 The procurement of equipment, consumables and services, including maintenance, must comply with all relevant national and EU legislation; accepted procurement best practice in the higher education sector must also be observed.
Where applicable, consideration should be given for energy efficiency and waste minimisation in line with good practice. Where the contract value is more than £25,000 (excluding VAT) professionally qualified procurement staff must be consulted before the procurement process begins and if necessary, they must approve the order/contract before it is placed with a supplier.

7 Data Policy, Publication and Publicity

7.1 The outcomes of the Grant must be published or otherwise disseminated in an appropriate form, although publication or release of findings funded by the Grant may be delayed for a reasonable period to allow for protection and commercialisation of intellectual property in accordance with The Wellcome Trust Intellectual Property policy (if WT funded) and The University of Glasgow’s Intellectual Property Policy and condition 8 below.

7.2 All publications must acknowledge The Funders contribution in accordance with The Funders requirements (e.g., Research Publication Acknowledgement Requirements) and must include The Funders grant reference number.

7.3 The Grantholder must consult the TRI MT in the first instance (and if WT funded, The Wellcome Trust Media Office) before releasing any announcements, press statements or other media presentation concerning the award.

7.4 If WT funded, all original research supported in whole or in part by the Grant and accepted for publication in a peer-reviewed journal, or as a scholarly monograph or book chapter, must be made available from Europe PubMed Central as soon as possible and no later than six months from the date of final publication. Please refer to The Wellcome Trusts Open Access policy for more details.

8 Intellectual Property (IP) and Commercialisation

8.1 The Grantholder and TRI MT must follow reasonable procedures for the identification, protection, management and commercialisation of:

a) IP in line with University of Glasgow’s IP Policy.

b) Wellcome-funded IP in line with The Wellcome Trust Intellectual Property Policy, particularly where the Grant Activities involve collaboration with, or the contribution(s) of third parties. You and the TRI MT must also ensure (subject to
condition 8.2 below) that all Participants assign all Wellcome-funded IP to The University of Glasgow.

8.2 When commercialising IP, you must prioritise the delivery of public benefit, with no excessive private or personal benefit(s). You must also:
   a) obtain both TRI MT and (and WT written consent if WT funded), not to be unreasonably withheld, before you begin commercialisation;
   b) report fully on the commercialisation activities via the TTO (and Consolidated IP and Commercialisation Report if WT funded); and
   c) consult with the TRI MT to enter into The University of Glasgow’s revenue and equity sharing agreement in place at that time as consideration for consenting to commercialisation. If WT funded, the WT revenue and equity sharing agreement in place at that time as consideration for The WT consenting to commercialisation (see Consent and Revenue and Equity Sharing policy for further details).

9 Variation and Termination

9.1 Contact TRI MT if changes to the project become necessary.

9.2 Where there is any conflict between these Grant Conditions and the Award Letter, the provisions of the Award Letter will take precedence.

9.3 If WT funded, the WT has reserved the right to amend these Grant Conditions, their Policy and Position Statements, and the terms of the Award Letter at any time. These changes will be published on the WT website. Once published, any changes will apply to the Grant.

9.4 If WT funded, the WT reserve the right to terminate the Grant at any time, with reasons set out in writing within a reasonable time frame.

10 Liability

We do not accept any responsibility for financial or other liability incurred by you, any Organisation, or any Participant that may arise out of the Grant Activities.

11 Definitions

| Award Letter | the letter from us confirming the award of the Grant and giving details of the Grant Activities. |
| Consolidated IP and Commercialisation Report | A Wellcome Trust form, completed by us, that reports on Wellcome-funded IP from all current and past research-related grants from The Wellcome Trust, including this Grant. |
| Europe PubMed Central | a central repository for the open access outputs of our funded research ([http://europepmc.org](http://europepmc.org)). |
| FEC | Full economic costing. |
| Final Expenditure Report | a form completed by us that sets out: 1) a comparison of i) your actual expenditure on the Grant during the Grant Period and ii) the total amount awarded by us in respect of the Grant; and 2) any further information that we request from you. |
| Grant | the grant described in the Award Letter. |
| Grant Activities | the activities funded by the Grant as described in the Award Letter. |
| Grant Conditions | the conditions set out in this document. |
| Grant Period | the period of the Grant set out in the Award Letter, beginning on the start date as confirmed to us by you. |
| Grantholder, award holder, successful applicant(s), you/your | the ‘Lead Applicant’ as identified in the Grant application and as specified in the Award Letter. |
| MRC | Medical Research Council |
| Organisation | any university, institution, research council or other organisation (other than you) at which the Grant Activities are carried out and/or to which Grant monies are received. |
| Participant | any person or third party working in any capacity on the Grant Activities or providing access to proprietary materials (including background IP). |
| PI | Principle Investigator. |
| Researchfish | the third-party research reporting platform that we use. |
| Terms and Conditions | the terms and conditions on which the Grant is made, comprising these Grant Conditions, the Award Letter and our Policy and Position Statements as set out by the WT and University of Glasgow. |
| TRI MT | Translational Research Initiative Management Team. |
| UKRI | UK Research and Innovation |
| University of Glasgow IP | intellectual property (IP) that is, or has been, created, exemplified or developed (whether in whole or in part) from the Grant Activities. |
| us, we and our | The University of Glasgow (a charity registered in Scotland with number SC004401). |
| Wellcome-funded IP | intellectual property (IP) that is, or has been, created, exemplified or developed (whether in whole or in part) from the Grant Activities. Unless specified otherwise in the Award Letter, ‘Wellcome-funded IP’ does not include the copyright in articles, scientific papers, lectures or audio or visual aids to the giving of lectures or teaching. |
| WT | Wellcome Trust |