

## Conditions under which a grant is awarded

These Grant Conditions, together with the Award Letter (including the 'Information to note' page), and the policies and positions for grants, set out the terms and conditions on which the grant is made by the Wellcome Trust/DBT India Alliance to the Organisation. View our policies and positions for grants: <http://www.wellcomedbt.org/Funding/Information-for-applicants/Grant-conditions-and-policies/index.htm>. Hard copies are available on request by email: [info@wellcomedbt.org](mailto:info@wellcomedbt.org). Definitions can be found at paragraph 11.

The Organisation shall ensure that the Grantholders and others supported by the Grant are made aware of and comply with these Grant Conditions, the Award Letter and the Policies and Positions for Grants.

### 1. Employment

The Alliance 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 Organisation undertakes to issue a contract of employment to such staff that is in compliance with relevant laws and regulations.

### 2. Research practice

- (i) The Organisation shall have in place formal written procedures for the declaration and management of conflicts of interest, the regulation of relationships with commercial organisations, and the handling of allegations of research misconduct, such procedures to meet at least the minimum criteria set out in the Alliance's policy statements.
- (ii) The Organisation shall ensure that, before the research funded by the Grant commences and during the full Grant Period, it meets all the necessary legal and regulatory requirements and has obtained all the necessary licences and approvals in order to conduct the research. Where any element of the research funded by the Grant is to be conducted outside the Organisation's host country, it should include in such legal, regulatory, licence and approval arrangements all those involved in the additional countries to whom such arrangements should apply.
- (iii) The Organisation shall ensure that research involving the use of animals complies at all times with the relevant laws and regulation in the host country. Any element of research funded by the Grant must, as a minimum standard, be conducted in accordance with principles of UK legislation and the Alliance's policy on research involving the use of animals.
- (iv) The Organisation shall ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for the research funded by the Grant, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Grant.
- (v) The Organisation is responsible for the ongoing monitoring and management of the research funded by the Grant in accordance with best international research practice. The Organisation shall ensure that its processes and policies are consistent with those of the Alliance and otherwise meet all relevant regulatory and legislative requirements. The Alliance shall be entitled to see copies of the Organisation's processes and policies and, if requested, the Organisation shall provide access to its facilities to enable the Alliance, or a third party authorised by the Alliance, to review its processes and policies.

### **3. Audit**

- (i) The control of expenditure to be funded under the Grant shall be governed by the normal standards and procedures of the Organisation and shall be covered by any formal audit arrangements that exist in the Organisation.
- (ii) The Alliance shall have the right to request from the Organisation, 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 Organisation, that the external auditors have signed their opinion on the annual accounts of the Organisation without qualification; and the management letter from the auditors raises no matters that did or could significantly affect the administration of grants awarded by the Alliance. If the auditors have raised any such matters in their management letter, the Alliance may require the Organisation to provide it with relevant extracts from the letter.
- (iii) The Organisation shall provide access to accounting and other records relating to the Grant and the activities funded by it for auditors and other personnel from or appointed by the Alliance at any time (at the Alliance's expense), if requested. Such access shall include the right to inspect any equipment or facilities acquired or funded under the Grant. Where elements of expenditure under the Grant have been subcontracted, the Organisation should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor.
- (iv) The Alliance 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 Organisation to administer Alliance grants at any time.
- (v) The Organisation should maintain a separate accounting cost code specific to the Grant, and all costs and income properly relating to the Grant should be accounted for through that cost code. The Organisation should ensure that appropriate records are kept to support the entries made on the cost code.

### **4. Administration**

- (i) Payments shall not be made on the Grant until the Organisation has formally accepted the Grant and the conditions under which the Grant is awarded and has activated the Grant, according to the Award Letter.
- (ii) The Organisation shall ensure that sufficient resources are provided to support the activities described in the Award Letter.
- (iii) The Grant should be activated within 12 months of the proposed start date referred to in the Award Letter.
- (iv) Payments shall normally be made annually in advance, subject to the production of a satisfactory Spend Report for the preceding year, where applicable. Where other payment arrangements apply, these shall be detailed in the Award Letter.
- (v) The Organisation shall submit annual Spend Reports and an End of Grant Spend Report, as required by the Alliance.
- (vi) If there is any variance shown on a Spend Report or an End of Grant Spend Report, the Alliance shall have the right to adjust future payments or withhold or make additional

payments.

- (vii) The Alliance shall have the right to seek reimbursement in the event of an overpayment in relation to any Alliance grant made to the Organisation, including by setting such overpayment off against payments due under other Alliance grants to the Organisation. The Alliance shall also have the right to suspend payments to the Organisation where it is concerned about an aspect of any Spend Report or any End of Grant Spend Report or in the event of non-delivery of a Spend Report or an End of Grant Spend Report.
- (viii) The Alliance shall retain 10 per cent of the total transferable funds budget until an End of Grant Spend Report and an End of Grant Research Report have been completed and returned to the Alliance, unless the Alliance agrees otherwise.

## **5. Equipment**

- (i) The Organisation shall ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant is acquired by it using these procedures.
- (ii) The Organisation shall ensure that equipment purchased with Alliance funds is appropriately insured and maintained throughout its useful life.
- (iii) Equipment funded by the Grant is awarded to the Organisation Department specifically for the Grantholder's research. Written permission from the Alliance shall be obtained to use the equipment for any other purpose, including to charge, hire, lend or dispose of it.

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

- (i) The findings from research funded by the Grant should be published in an appropriate form, usually as papers in a refereed journal.
- (ii) The publication or release of such findings may be reasonably delayed to enable protection of any intellectual property (IP). The identification, protection, management and exploitation of IP is subject to paragraph 7 on 'intellectual property and commercial activities'.
- (iii) All research papers that have been accepted for publication in a peer-reviewed journal, and are supported in whole or in part by the Grant, shall be made available from UK PubMed Central as soon as possible, and in any event within six months of publication, in line with the Alliance's open access policy.
- (iv) To assist the Alliance in tracking the outputs of research to which it has contributed either wholly or in part, the Alliance's contributions shall be acknowledged in all publications according to the Alliance's guidance for research publication acknowledgement practice.
- (v) The Organisation and the principal Grantholder shall consult with the Alliance on any press statements that may be issued about the Grant or the findings from the activities funded by the Grant.
- (vi) The principal Grantholder shall submit reports during the Grant Period on the progress of the activities funded by the Grant as required by the Alliance.
- (vii) The principal Grantholder shall also submit an End of Grant Research Report within three months of the end of the Grant Period or as otherwise required by the Alliance.
- (viii) The Organisation shall submit an End of Grant Spend Report within two months of the end of the Grant Period or as otherwise required by the Alliance.

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

- (i) The Alliance requires the Organisation to develop and implement strategies and procedures for the identification, protection, management and exploitation of Alliance-funded intellectual property (Alliance-funded IP). The Alliance also requires the Organisation to ensure that all persons in receipt of Alliance funding or working on an Alliance-funded activity (including employees, students, visiting fellows and subcontractors) are employed or retained on terms that vest in the Organisation all Alliance-funded IP.
- (ii) Should any Alliance-funded IP arise from the Grant, then the Alliance requires the Organisation to consider whether the protection, management and exploitation of such Alliance-funded IP is an appropriate means of achieving the public benefit. If the Organisation considers that this is an appropriate means, then the Organisation shall seek the prior written consent of the Alliance (not to be unreasonably withheld) before it makes any commercial use of, or grants to any third party, any exploitation rights over such Alliance-funded IP. As a condition of granting consent, the Alliance shall require the Organisation to accept the standard revenue- and equity-sharing terms of the Alliance that are in place at that time.
- (iii) If the Organisation does not protect, manage or exploit any Alliance-funded IP arising out of the Grant to the reasonable satisfaction of the Alliance, then the Alliance shall have the right, but not a duty, to protect, manage and exploit such Alliance-funded IP. Unless the Alliance reasonably considers that the opportunity to protect, manage or exploit such Alliance-funded IP for the public benefit could be lost and more immediate action is required, such right shall only be exercised six months after the Alliance has given the Organisation notice in writing that it is failing to protect, manage and exploit such Alliance-funded IP to the Alliance's satisfaction. The Organisation agrees to do, and shall ensure that its employees, students and any third party acting on its behalf do, all acts required to assist the Alliance in such protection and exploitation.
- (iv) If the Organisation wishes to use any third party to carry out its obligations with respect to this paragraph 7, then it shall provide details of the proposed third party to the Alliance and obtain the Alliance's prior written approval to such third party carrying out exploitation activities with respect to Alliance-funded IP.

## **8. Limitation of liability**

- (i) The Alliance accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the activities funded by the Grant. The Alliance shall not indemnify the Organisation, any Grantholder 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 Organisation may be liable as an employer or otherwise or for which any such person may be liable.

## **9. Variation and termination**

- (i) The Alliance reserves the right to amend these Grant Conditions, any terms and conditions in the Award Letter and the Policies and Positions for Grants. Any change to the Grant Conditions or the Policies and Positions for Grants shall be notified on the Alliance's website.
- (ii) In the event of any conflict between the provisions of these Grant Conditions as amended from time to time, and of the Award Letter, the provisions of the Award Letter shall take precedence.
- (iii) The Organisation (or the Grantholders if appropriate) shall inform the Alliance without delay of any change to the status of the Organisation or the Grantholders which might affect their

ability to comply with these Grant Conditions.

- (iv) The Grantholders shall inform the Alliance as soon as practicable of any significant divergence from the original aims and directions of the research that is being funded by the Grant.
- (v) The Alliance reserves the right to terminate the Grant on notice with immediate effect.

## 10. Governing law and jurisdiction

These Grant Conditions shall be governed by and construed in accordance with Indian law. The Organisation and the Grantholders irrevocably submit to the jurisdiction of the Indian courts to settle any disputes in connection with these Grant Conditions.

## 11. Definitions

Alliance	The public charitable trust known as the Wellcome Trust/DBT India Alliance.
Alliance-funded IP	Intellectual property that is, or has been, created, exemplified or developed (whether in whole or in part) from the research that the Alliance funds. Unless specified otherwise in the Award Letter, 'Alliance-funded IP' does not include the copyright in artistic works, books, articles, scientific papers, lectures or audio or visual aids to the giving of lectures or teaching.
Award Letter	The letter from the Alliance to the principal Grantholder specifying the amount of the Grant that has been awarded.
End of Grant Research Report	A form on which the Organisation reports on the activities funded by the Grant, which shall be completed by the principal Grantholder and submitted to the Alliance within three months of the end of the Grant Period or as otherwise required by the Alliance.
End of Grant Spend Report	A form completed by the Organisation that shall be submitted to the Alliance within two months of the end of the Grant Period or as otherwise required by the Alliance and that sets out:  1) a comparison of i) actual expenditure by the Organisation during the Grant Period on the Grant and ii) the total amount awarded by the Alliance in respect of the Grant;  2) an explanation for any variances between 1i) and 1ii) above as requested by the Alliance; and  3) any further information that the Alliance requests from the Organisation.
Grant	The grant described in the Award Letter.

Grant Period	The period of the Grant set out in the Award Letter, commencing on the start date confirmed by the Organisation in the manner indicated by the Alliance.
Grantholder and Grantholders	The fellow, as specified in the Award Letter.
Intellectual property (IP)	Includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how.
Organisation or Institution	The university, institution, research council or other body at which some or all of the research funded by the Grant shall be carried out or which employs the Grantholder or Grantholders.
PubMed Central	A free digital archive of biomedical and life science journal literature operated by the National Center for Biotechnology Information, a division of the US National Library of Medicine.
Spend Report	<p>Audited statement of expenditure and utilisation certificate that shall be completed by the Organisation and submitted to the Alliance that sets out:</p> <ol style="list-style-type: none"> <li>1) a comparison of i) actual expenditure by the Organisation during a particular period on a particular Alliance grant, or (in the case of Organisation Spend Reports) on all active Alliance grants held by an Organisation; and ii) the amount paid by the Alliance during that period in respect of that grant or (in the case of Organisation Spend Reports) in respect of all active Alliance grants held by an Organisation;</li> <li>2) an explanation for any variances between 1i) and 1ii) above, as requested by the Alliance; and</li> <li>3) any further information that the Alliance requests from the Organisation.</li> </ol>
UK PubMed Central	The UK counterpart of PubMed Central.