

## AWARD CONDITIONS

Conditions under which an India Alliance Fellowship is awarded:

1. **Employment & Title**
2. **Administration**
3. **Equipment**
4. **Audit**
5. **Research Policies**
6. **Publications, Publicity & Reporting**
7. **Intellectual Property & Commercial Activities**
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9. **Fellowship Extensions & Other India Alliance Fellowships**
10. **Other Fellowships & Grants**
11. **Limitation of Liability**
12. **Variation and Termination**
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14. **Governing Law and Jurisdiction**
15. **Definitions**

The **Award Conditions**, together with the **Award Letter** and the policies and positions for Fellowships, set out the terms and conditions by which the Fellowship is granted by The Wellcome Trust/DBT India Alliance, to the Host Institution. It is the Host Institution's responsibility to ensure that these terms and conditions are duly followed and complied with, during the tenure of the award.

Policies and positions for Fellowships may also be viewed at: <http://www.wellcomedbt.org/grant-conditions-and-policies.html>. Hard copies are available on request by emailing [info@wellcomedbt.org](mailto:info@wellcomedbt.org).

### **1. Employment and Title**

(i) The India Alliance (IA) does not act as an employer with respect to the Fellowship, and therefore in all cases where support is provided on the Fellowship for the employment of staff, the Host Institution must undertake to issue a contract of employment to such staff that is in compliance with relevant laws and regulations.

(ii) The Fellowship holder should be recognized as a "Wellcome Trust/DBT India Alliance Early Career/Intermediate/Senior Fellow" as may be appropriate, and this title should be used at all times during the tenure of the award including the official webpage of the Fellow. This information should also be cited on any publication or patent that occurs as a result of India Alliance funding.

## 2. Administration

(i) The Fellowship shall be administered by eligible Host Institution as identified in the Award Letter. Eligibility is determined by the India Alliance prior to issue of award, based on the not-for-profit and financial status.

(ii) The not-for-profit status shall be established by verifying copies of –

- Registration of the organisation as a Trust/ Society / Section 25 company / or if formed under any other statute, then a copy of the notification.
- Memorandum of Association/ Deeds/ Bye-laws containing the organization's Aims and Objectives
- Registration as a charitable organisation with the Income Tax Department, with documents such as : Registration Certificate under section 12A or any section under 10 of the Income Tax Act such as 10(23C).

(iii) The financial eligibility shall be established by verifying copies of –

- Latest audited statement of accounts
- Latest annual report

A copy of the above financial documents must be submitted annually to the office for the entire tenure of the award.

(iv) Fellowship may not be issued or may be withdrawn if the India Alliance deems the Host Institution ineligible for support.

(v) Payments shall not be made on the Fellowship until the Fellow and the Host Institution have formally accepted the terms and condition of the award, as recorded on the Grant Start Certificate.

(vi) The Host Institution shall ensure that all necessary resources are provided to support the activities described in the Award Letter. The Fellowship should be activated by the date indicated on the award letter; typically within a year from the conclusion of the interviews.

(vii) Payments shall normally be made annually on pro rata basis. For the purposes of the India Alliance, the annual year corresponds to the Indian financial year which runs from 1 April of the preceding year to 31 March of the following year.

(viii) Payments will be released only after the production of satisfactory Annual Spend and Annual Research Reports of the Fellow for the preceding financial year. This rule applies to all payments except the first.

(ix) The Annual Spend Reports would also have to include a salary certificate of the Fellow for the preceding financial year, regardless of the status of Fellows' personal support on the India Alliance award. Where other payment arrangements apply, these shall be detailed in the Award Letter.

(x) The Host Institution and the Fellow will be responsible to submit Annual Spend Reports and Annual Research Reports to the India Alliance. Annual Spend Reports are due after 31 March and should be submitted before 31 May. Annual Research Reports will be due by 15 April. Format for both reports will be provided by the India Alliance office in advance.

(xi) End-of-Fellowship Spend and Research Reports, will be required by the India Alliance upon completion of the award tenure.

(xii) If there is any variance shown on an Annual Spend Report or an End-of-Fellowship Spend Report, the India Alliance shall have the right to adjust future payments or withhold or make additional payments.

- (xiii) The India Alliance shall have the right to seek reimbursement in the event of an overpayment in relation to any India Alliance Fellowship made to the Host Institution, including by setting such overpayment off against payments due under other India Alliance Fellowships to the Host Institution.
- (xiv) The India Alliance shall also have the right to suspend payments to the Host Institution where it is concerned about – a) an aspect of any Annual Spend and Research Reports or any End-of-Fellowship Spend and Research Reports, or b) in the event of non-delivery of the Annual Spend and Research Reports or an End-of-Fellowship Spend and Research Reports.
- (xv) The India Alliance shall retain 10% of transferable funds from each annual installment. The retained funds will be released upon the receipt and acceptance of the End-of-Fellowship Spend Report and an End-of-Fellowship Research Report. Both reports must be received within three months of the end of the Fellowship tenure, unless the India Alliance agrees otherwise.

### **3. Equipment**

- (i) The Host Institution shall ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the IA Fellowship is acquired by it using these procedures.
- (ii) The Host Institution shall ensure that equipment purchased with India Alliance funds is appropriately insured and maintained throughout its useful life.
- (iii) Equipment funded by the Fellowship is awarded to the Host Institution specifically for the Fellow's research. Written permission from the India Alliance shall be obtained to use the equipment for any other purpose, including, to charge, hire, lend or dispose of it.
- (iv) If, during the tenure of the Award, the Fellow moves from the Host Institution or prematurely terminates their award, the India Alliance reserves the right to determine the future of any equipment purchased through its funding. Such events will be negotiated on a case by case basis, and at the discretion of the India Alliance.

### **4. Audit**

- (i) The control of expenditure to be funded under the Fellowship shall be governed by the normal standards and procedures of the Host Institution and shall be covered by any formal audit arrangements that exist in the Host Institution.
- (ii) The India Alliance shall have the right to request from the Host Institution, at any time, any financial information with respect to the Fellowship or the activities it funds; and/or to ask for confirmation from the external auditors of the Host Institution, that the external auditors have signed their opinion on the annual accounts of the Host Institution without qualification; and the management letter from the auditors raises no matters that did or could significantly affect the administration of Fellowships awarded by the India Alliance. If the auditors have raised any such matters in their management letter, the India Alliance may require the Host Institution to provide it with relevant extracts from the letter.
- (iii) The Host Institution shall provide access to accounting and other records relating to the Fellowship and the activities funded by it for auditors and other personnel from or appointed by the India Alliance at any time (at the India Alliance's expense), if requested. Such access shall include the right to inspect

any equipment or facilities acquired or funded under the Fellowship. Where elements of expenditure under the Fellowship have been subcontracted, the Host Institution should ensure that the right of access extends to the accounts, records, equipment and facilities of any such subcontractor.

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

(v) The Host Institution should maintain a separate accounting cost code specific to the Fellowship, and all costs and income properly relating to the Fellowship should be accounted for through that cost code. The Host Institution should ensure that appropriate records are kept to support the entries made on the cost code.

## 5. Research Policies

(i) The Host Institution shall have in place formal written policies on Research Integrity. These include – a) Good Research Practices, b) Scientific Misconduct, and c) Conflicts of Interest. These policies must be in accordance to the guidelines, subject to amendment, available on the India Alliance website.

(ii) The Host Institution shall ensure that, before the research funded by the Fellowship commences and during the full Fellowship Period, it meets all the necessary legal and regulatory requirements and has obtained all the necessary licenses and approvals in order to conduct the research. Where any element of the research funded by the Fellowship is to be conducted outside the Host Institution, it should include any such legal, regulatory, license and approval arrangements as required.

(iii) The Host Institution 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 Fellowship must, as a minimum standard, be conducted in accordance with principles of UK based NC3Rs and the India Alliance's policy on research involving the use of animals (see website).

(iv) The Host Institution 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 Fellowship, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Fellowship.

(v) The Host Institution is responsible for the ongoing monitoring and management of the research funded by the Fellowship in accordance with best international research practice. The Host Institution shall ensure that its processes and policies are consistent with those of the India Alliance and otherwise meet all relevant regulatory and legislative requirements. The India Alliance shall be entitled to see copies of the Host Institution's processes and policies and, if requested, the Host Institution shall provide access to its facilities to enable the India Alliance, or a third party authorized by the India Alliance, to review its processes and policies.

(vi) Where such policies are absent, the Host Institution shall adopt the policy guidelines issued by the India Alliance.

(vii) When appropriate and necessary, the India Alliance may seek written confirmation that highest standards of Research Integrity is being followed by the Fellows and their Host Institution.

## **6. Publication, Publicity and Reporting**

- (i) The findings from research funded by the Fellowship 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 Section 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 Fellowship, shall be made available from PubMed Central (PMC) and UK PubMed Central (UKPMC) as soon as possible, and in any event within six months of publication, in line with the India Alliance's open access policy. The IA Fellows must contact India Alliance to claim open access charges.
- (iv) To assist the India Alliance in tracking the outputs of research to which it has contributed either wholly or in part, the India Alliance's contributions shall be acknowledged in all publications and patents.
- (v) The Host Institution and the Fellow shall consult with the India Alliance on any press statements that may be issued about the Fellowship or the findings from the activities funded by the Fellowship.
- (vi) The Fellow shall submit Annual Research Reports during the Fellowship period on the progress of the activities funded by the Fellowship as required by the India Alliance.
- (vii) The Fellow shall also submit an End-of-Fellowship Research Report within three months of the end of the Fellowship Period or as otherwise required by the India Alliance.

## **7. Intellectual Property and Commercial Activities**

- (i) The India Alliance requires the Host Institution to develop and implement strategies and procedures for the identification, protection, management and exploitation of India Alliance funded intellectual property (India Alliance-funded IP). The India Alliance also requires the Host Institution to ensure that all persons in receipt of India Alliance funding or working on an India Alliance-funded activity (including employees, students, visiting fellows and subcontractors) are employed or retained on terms that vest in the Host Institution on all India Alliance-funded IP.
- (ii) Should any India Alliance-funded IP arise from the Fellowship, then the India Alliance requires the Host Institution to consider whether the protection, management and exploitation of such India Alliance-funded IP is an appropriate means of achieving public benefit. If the Host Institution considers that this is an appropriate means, then the Host Institution shall seek the prior written consent of the India Alliance (not to be unreasonably withheld) before it makes any commercial use of, or grants to any third party, any exploitation rights over such India Alliance-funded IP. As a condition of granting consent, the

India Alliance shall require the Host Institution to accept the revenue- and equity-sharing terms of the India Alliance that are in place at that time.

(iii) If the Host Institution does not protect, manage or exploit any India Alliance-funded IP arising out of the Fellowship to the reasonable satisfaction of the India Alliance, then the India Alliance shall have the right, but not a duty, to protect, manage and exploit such India Alliance-funded IP. Unless the India Alliance reasonably considers that the opportunity to protect, manage or exploit such India 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 India Alliance has given the Host Institution notice in writing that it is failing to protect, manage and exploit such India Alliance funded IP to the India Alliance's satisfaction. The Host Institution 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 India Alliance in such protection and exploitation.

(iv) If the Host Institution wishes to use any third party to carry out its obligations with respect to this Section 7, then it shall provide details of the proposed third party to the India Alliance and obtain the India Alliance's prior written approval to such third party carrying out exploitation activities with respect to India Alliance-funded IP.

## **8. Non-Research Activities**

(i) The India Alliance expects its Fellows to spend 100% (Early Career) and at least 80% (Intermediate), 70% (Senior), and 50% (Senior Renewals) of their research time on IA-funded research. Justified exceptions for clinicians will have to be presented to the Selection Committee for approval.

(ii) The India Alliance expects its Fellows to spend the majority of their time on research and that any non-research activity (e.g. teaching, administration) would not normally exceed 2 hours (Early Career) or 8 hours a week (Intermediate and Senior).

## **9. Fellowship Extensions & Other India Alliance Fellowships**

(i) If, the Fellow has not utilized all the funds allocated for the duration of the Fellowship, the India Alliance shall consider a no-cost extension. The terms and conditions of the extension would have to be negotiated with the India Alliance.

(ii) The India Alliance shall support its Fellows while on Maternity Leave, by continuing to provide their personal support. The duration of such leave shall be in accordance with the Host Institution's rules and regulations on this matter.

(iii) The India Alliance may also consider extending the End-of-Grant Date for the same duration as the Maternity Leave. The Fellow must contact the India Alliance and approval must be sought in writing to avail Maternity Leave benefits.

(iv) No-cost extensions are not guaranteed and Fellows are cautioned that a significant scientific justification would have to be presented for an extension to be successfully considered.

(v) Fellows are encouraged to consult the India Alliance if they wish to apply to the next level of Fellowships offered by the India Alliance. As the India Alliance policies and provisions may change periodically, it is advisable to contact the India Alliance toward the end of their Fellowship regarding future opportunities with the India Alliance.

(vi) It should be noted that success in one scheme does not guarantee that Fellows' applications to the next scheme will be given priority or assessed differently. Their application in a particular scheme would be assessed in competition with others received within the cohort.

## **10. Other Fellowships & Grants**

(i) The India Alliance does not permit its Fellows to hold two Fellowships concurrently.

(ii) Early Career Fellows are not allowed to hold other grants for the duration of their India Alliance Fellowship.

(ii) All other Fellows are expected to inform the India Alliance if they intend to apply for additional grants after the commencement of their Fellowship. In order to maintain a high standard of research integrity and protect its intellectual property the India Alliance wishes to avoid the same research being funded by two different funding agencies.

(iii) Fellows are permitted to apply for another Fellowship as their India Alliance Fellowship draws to an end (within one year of their end-date); however, the India Alliance should be informed about their plans and if successful, they are required to commence the Fellowship after the end of their India Alliance Fellowship.

(iv) Fellows are allowed to apply or hold Innovative Young Biotechnologist Award (IYBA) or National Bioscience Award for Career Development (NBACD). The Dual Fellowship policy is not applicable to these Awards. However, for both Awards, Fellows must inform the India Alliance of their intention to apply and outcome, if applicable, in a timely manner.

(v) Fellows must submit documentary evidence if in receipt of the IYBA or NBACD, as applicable, at the time of their initiation and annually thereafter. If the Fellow is receiving personal support from either award, relevant adjustments will be made to the India Alliance's contribution.

## **11. Limitation of Liability**

The India 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 Fellowship. The India Alliance shall not indemnify the Host Institution, any Fellow or any other person working on the Fellowship (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 Host Institution may be liable as an employer or otherwise or for which any such person may be liable.

## 12. Variation and Termination

- (i) The India Alliance reserves the right to amend these Award Conditions, any terms and conditions in the Award Letter and the Policies and Positions for Fellowships. Any change to the Fellowship Conditions or the Policies and Positions for Fellowships shall be notified on the India Alliance's website.
- (ii) In the event of any conflict between the provisions of these Award Conditions as amended from time to time, and of the Award Letter, the provisions of the Award Letter shall take precedence.
- (iii) The Host Institution (or the Fellows if appropriate) shall inform the India Alliance without delay of any change to the status of the Host Institution or the Fellows which might affect their ability to comply with these Award Conditions.
- (iv) The Fellows shall inform the India Alliance as soon as feasible of any significant divergence from the original aims and directions of the research that is being funded by the Fellowship.
- (v) The India Alliance reserves the right to terminate the Fellowship at any time during the tenure of the award if there has been any gross violation of our Award Conditions or policies or a breach of research ethics. A written warning, and/or other appropriate due process, would normally precede a termination notice.
- (vi) The India Alliance also recognizes that Fellows may wish to terminate their Fellowship during the tenure of the award. In this situation, we expect the Fellow to inform the India Alliance of this decision, along with the reason(s), as soon as possible.

## 13. Position Statements and other policies

In addition to the policies outlined in this document, the India Alliance directs attention to position statements and additional policies that are detailed on our [website](#). The following are covered:

- Grants process-related
  - Peer review and confidentiality
  - Conflicts of interest for individuals involved in Wellcome Trust/DBT India Alliance decision making
  - Code of conduct for members of decision-making committees
- Research-related
  - Researchers funded by the tobacco industry
  - Stem cell research
  - Data management and sharing
  - Access to bioinformatics resources
  - Open and unrestricted access to published research
  - Use of animals in research
  - Bioterrorism and biomedical research
  - Human participants in research
  - Intellectual property and patenting
- Research integrity-related

- Grantholders' relationships with commercial organizations
- Good research practice
- Handling allegations of research misconduct

#### 14. Governing Law and Jurisdiction

These Award Conditions shall be governed by and construed in accordance with Indian law. The Host Institution and the Fellows irrevocably submit to the jurisdiction of the Indian courts to settle any disputes in connection with these Fellowship Conditions.

#### 15. Definitions

Award Letter: The letter from the India Alliance to the Sponsor at the Host Institution specifying the name of the Fellow, award amount and the conditions under which the award is made.

Annual Research Report: A form on which the Fellow reports annually on the research progress of their Fellowship research.

Annual Spend Report: Audited statement of expenditure and utilization certificate that shall be completed by the Host Institution and submitted to the India Alliance that sets out:

- 1) a comparison of i) actual expenditure by the Host Institution during a particular period on a particular India Alliance Fellowship, or (in the case of Host Institution Spend Reports) on all active India Alliance Fellowships held by an Host Institution; and ii) the amount paid by the India Alliance during that period in respect of that Fellowship or (in the case of Host Institution Spend Reports) in respect of all active India Alliance Fellowships held by an Host Institution;
- 2) an explanation for any variances between 1i) and 1ii) above, as requested by the India Alliance; and
- 3) any further information that the India Alliance requests from the Host Institution.

End-of-Fellowship Research Report: A form on which the Fellow reports on the activities funded by the Fellowship, which shall be completed by the principal Fellow and submitted to the India Alliance within three months of the end of the Fellowship Period or as otherwise required by the India Alliance.

End-of-Fellowship Spend Report: A form completed by the Host Institution that shall be submitted to the India Alliance within two months of the end of the Fellowship Period or as otherwise required by the India Alliance and that sets out:

- 1) a comparison of i) actual expenditure by the Host Institution during the Fellowship Period on the Fellowship and ii) the total amount awarded by the India Alliance in respect of the Fellowship;
- 2) an explanation for any variances between 1i) and 1ii) above as requested by the India Alliance; and
- 3) any further information that the India Alliance requests from the Host Institution.

Fellow and Fellows: The Fellow, as specified in the Award Letter.

Fellowship: The Fellowship described in the Award Letter.

Fellowship Period: The period of the Fellowship set out in the Award Letter, commencing on the start date confirmed by the Fellow and Host Institution on the Grant Start Certificate.

Grant Start Date: The date indicated by the Fellow and appropriate authority at the Host Institution on the Grant Start Certificate.

Grant Start Certificate: A form provided by the India Alliance for confirmation of Fellowship Start Date and Duration by the Fellow and Host Institution.

Host Institution: The non-profit research organization in India (including university, institution, research council or other body) at which some or all of the research funded by the Fellowship shall be carried out or which employs the Fellow or Fellows.

India Alliance: The public charitable trust known as The Wellcome Trust/DBT India Alliance.

India 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 India Alliance funds. Unless specified otherwise in the Award Letter, 'India 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.

Intellectual property (IP): Includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright and know-how.

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.