



GRANT TERMS AND CONDITIONS

1 Definitions

Award letter	The grant award letter from EuroELSO containing the offer and details of the Grant including the financial award broken down under different budget headings.
EuroELSO	EuroELSO Associates, a registered charity number 1153778 and a registered company number 08309402 at Joseph Miller & Co, Floor A, Milburn House, Dean Street, Newcastle Upon Tyne, NE1 1LE.
Grant	The funding described in the Award Letter
Grantholder	The lead applicant, as specified in the Award Letter
Grant Activities	The research, educational or healthcare improvement project funded by the Grant
Intellectual Property	The Results and ideas, processes or products arising out of the Grant Activities likely to be of potential medical, scientific, commercial or other value
Organisation	The hospital, the university, research institution or other entity at which some or all of the Grant Activities will be carried out, as named in the Award Letter.
Research Personnel	Any person working on the Grant Activities under the supervision of the Grantholder and including any co-investigator, collaborator, sponsor, supervisor, consultant or sub-contractor.
Results	All invention, discoveries, materials (Including biological and chemical materials), technologies, products, data, algorithms, software, patents, databases, copyright, other intellectual property and know-how arising from Grant Activities

2 General

- 2.1 These Grant Terms and Conditions together with the Award Letter set out the terms and conditions upon which EuroELSO makes the Grant to the Organisation and the Grantholder. To the extent of any inconsistency between the Grant Terms and Conditions and the Award Letter, the Award Letter takes precedence.
- 2.2 For the purposes of management and control, the legal and formal responsibility to honour the terms of the Grant lie with the Organisation. However, the responsibility for compliance with the day-to-day delivery of the project for which the grant is awarded, and reporting, rests with the named Grantholder.
- 2.3 The Organisation and Grantholder must ensure that all Research Personnel involved in Grant Activities comply with these Grant Terms and Conditions.
- 2.4 EuroELSO does not act as an employer with respect to the Grant, and therefore in all cases where support is provided by the Grant for the employment of staff, or the Organisation otherwise employs staff for the purposes of the Grant activities, the Organisation undertakes to issue a contract of employment (between it and the individual) that is in compliance with relevant laws and regulations.
- 2.5 It is the responsibility of the Organisation and the Grantholder to ensure that the Grant is spent solely for the purposes set out in, and in accordance with, the application submitted for the Grant and any additional conditions detailed in the Award Letter and these Grant Terms and Conditions. It is also the responsibility of the Organisation and the Grantholder to ensure that the Grant is spent in accordance with the Organisation's purposes as set out in its governing documents. If any of the Grant is used otherwise than in accordance with this clause, the

Organisation and/or the Grantholder shall immediately inform EuroELSO in writing and repay all the misspent monies within 3 months.

- 2.6 The Grantholder and/or the Organisation (as appropriate) shall immediately inform EuroELSO in writing if the Grantholder and/or the Organisation (as appropriate) is no longer able to carry out the Grant Activities in accordance with the application submitted for the Grant and/or any additional conditions detailed in the Award Letter and/or these Grant Terms and Conditions. If these changes are not acceptable to EuroELSO, any Grant money that has not been spent must be repaid to EuroELSO within 3 months of EuroELSO advising the Grantholder and/or the Organisation that the changes are not acceptable.
- 2.7 EuroELSO reserves the right to change these Grant Terms and Conditions at any time. If an amendment is made EuroELSO reserves the right to apply the revised terms and conditions to the Grant on provision of 14 days notice to the Grantholder and the Organisation.

3 Administration

- 3.1 The Grantholder and the Organisation must formally accept the Grant in the manner set out in the Award Letter, whereupon both the Grantholder and Organisation will be deemed to have accepted the Grant Terms and Conditions. No payments will be made by EuroELSO unless and until the Grant has been accepted.
- 3.2 By accepting the Grant, the Grantholder signifies that they agree with the Grant Terms and Conditions and any specific stipulations detailed in the Award Letter or subsequently agreed in writing. By accepting the Grant, the Grantholder confirms that the information contained in the application and related correspondence with EuroELSO was submitted to EuroELSO in good faith and contains no incorrect or deliberately misleading information. If EuroELSO is given cause reasonably to believe that the Organisation and/or the Grantholder has not complied with this requirement, this may be a ground for termination of the Grant at clause 11.
- 3.3 A Grant will be activated upon the submission of the first grant payment request by the Grantholder or Organisation. Grants should be activated within six months of the date of the Award Letter. If the Grant has not been activated within these timeframes, EuroELSO reserves the right to withdraw the offer of the Grant, unless an extension has been approved in writing by EuroELSO.
- 3.4 EuroELSO should be advised by the Organisation and/or Grantholder at any point during the lifetime of the Grant if there are any substantive delays in the grant time frame and the reasons for this.
- 3.5 Failure to comply with clauses 3.3, 3.4 and 3.5 may be a ground for termination of the Grant at clause 11.

4 Financial Administration

- 4.1 The maximum level of the Grant is that stated in the Award Letter.
The Organisation must ensure that all expenditure relating to a grant award can be evidenced and EuroELSO reserves the right to request sight of the evidence at any time during the carrying out of the Grant Activities or following completion of the Grant Activities.
- 4.2 No payments will be made until the Grant has been accepted.
- 4.3 EuroELSO acknowledges that grant payment requests will be sent via the Organisation's standard invoicing system.
- 4.4 As a grant payment request does not represent payment for goods or services received it should state "This is a grant draw down request for grant (ref number)".
- 4.5 A Grant will be closed and any remaining balances written off six months after the scheduled end date of the Grant unless an extension is approved in advance.
- 4.6 Viring of funds between budget headings (as detailed in the Award Letter) is permitted without the need to refer to EuroELSO provided that the amount vired does not exceed 10% of the total grant. Virements above this level must be approved in advance and in writing by EuroELSO.
- 4.7 Equipment funded by the Grant is awarded to the Organisation and remains the property of the Organisation and must not be removed. The responsibility for ongoing costs e.g. maintenance, insurance and running costs lies with the Organisation.
- 4.8 The control of expenditure under the Grant must be governed by the normal standards and procedures of the Organisation and must be covered by the formal audit arrangements that exist there.

- 4.9 EuroELSO reserves the right to audit the finances of the Organisation in relation to the Grant at any time, either by itself or by a representative. The Organisation shall cooperate fully with the audit, allowing access to all financial records (including but not limited to, records of Grant money received, disbursed, original invoices, VAT records) and permit the copying of relevant documents.

5 Public benefit

The Grantholder and the Organisation must ensure that EuroELSO is not put at risk of breaching UK charity laws or regulations because of any relationship between a third party and Organisation, the Grantholder or other personnel working on the Grant. The Organisation must ensure that the Grant, the activities undertaken as part of the Grant, and results arising from the Grant are in line with EuroELSO's objectives and are applied for public benefit, and that any private benefit is only incidental and is not excessive.

6 Conduct of the Project

- 6.1 The Grantholder and the Organisation shall ensure that research conducted pursuant to the Grant is conducted in accordance with all applicable laws, regulations and codes of practice, and that all necessary licences and approvals have been obtained and are adhered to. This includes in particular, but is not limited to, those concerning the use of animals, the obtaining of patient consents, ethical committee approvals and the processing of personal data.
- 6.2 The Organisation must ensure that all research Personnel receive training appropriate to their duties; adequate resources, premises and facilities are provided to support the Grant Activities and their achievement within the timeframe set out in the Award Letter; all equipment used for the Grant Activities is fully maintained, insured and is safe; and it identifies and safely manages any risks which could affect the health of the Grantholder and any other person who could be affected by the Grant Activities.

7 Research integrity

- 7.1 The Organisation and Grantholder must conduct the Grant Activities in accordance with the highest standards of research integrity. The Organisation must also:
- make reasonable efforts to mitigate the risk of scientific misconduct;
 - have in place formal written procedures for the handling of allegations of research misconduct and make those procedures available to EuroELSO on request;
 - notify EuroELSO at the earliest opportunity of any allegations of research misconduct connected in any way with the Grant or Grant Activities, as well as the progress and outcome of any ensuing investigation into the misconduct.
- 7.2 EuroELSO also reserves the right for it, or its agents, to investigate any aspect of fraud or misconduct itself. The Organisation and Grantholder shall provide assistance and information to EuroELSO for that purpose.

8 Intellectual Property

- 8.1 EuroELSO requires that the Organisation and the Grantholder will use all reasonable endeavours to protect and exploit the Intellectual Property arising from work done pursuant to a Grant and has in place strategies and procedures for the identification, protection and management of Intellectual Property, full details of which have been provided to EuroELSO and with which the Organisation must comply.
- 8.2 The rights to Intellectual Property generated during the course of the grant belong to the Organisation who will ensure, at its own cost, full protection of such Intellectual Property where appropriate.
- 8.3 The Organisation shall notify EuroELSO in writing (which may be in one of the reports referred to below), providing details of the steps which the Organisation will take to protect the Intellectual Property and shall keep EuroELSO regularly updated on the progress of such protection.
- 8.4 No rights to any Intellectual Property arising from the work conducted pursuant to the Grant may be assigned or licensed (formally or informally, expressly or impliedly, in whole or in part) without EuroELSO written consent, which shall not be unreasonably withheld. The Organisation agrees that EuroELSO shall be entitled to withhold consent until the Organisation has entered into an appropriate revenue sharing agreement with EuroELSO which shall reflect EuroELSO's

contribution to the development of the Intellectual Property.

- 8.5 If, in the reasonable opinion of EuroELSO, supported by an opinion from EuroELSO's independent lawyers or advisers, the Organisation is not taking all reasonable steps to appropriately protect Intellectual Property, the Organisation must either take such reasonable protective steps as are recommended by EuroELSO's independent lawyers or advisers or must execute an assignment of the Intellectual property in question to EuroELSO (or its nominee) for nominal consideration in good time for EuroELSO to take the recommended steps. The Organisation shall reasonably cooperate with EuroELSO (or its nominee) in relation to the protection of such assigned Intellectual Property by EuroELSO (or its nominee).

9 Reporting and Evaluation

- 9.1 The Grantholder and/or the Organisation must provide an update to EuroELSO every six months, with the first report due six months after the grant is activated in accordance with clause 3.3 of these Terms and Conditions. The report may be provided by way of email and should include details of the Grant Activities that have been carried out in the last six months and details of how the Grant has been used in the last six months.
- 9.2 A Final report will be expected within three months of the conclusion of the work conducted pursuant to the Grant. The final 10% of the award will not be paid until receipt of the Final Report.
- 9.3 In order to assess the impact/effectiveness of EuroELSO's funding, Impact reports may be requested from time to time after the Grant has been spent and the project completed and the Organisation shall provide such reports as may be reasonably requested.

10 Acknowledgements and Publicity

- 10.1 EuroELSO may use data or other material from Grant Activities that it funds for fundraising or publicity purposes. The Grantholder and Research Personnel funded by the Grant will promote EuroELSO and its charitable objectives by complying with all reasonable requests from EuroELSO to attend or speak at events and provide images and copy for EuroELSO publications and may be invited from time to time to take part in publicity and fundraising activities for EuroELSO.
- 10.2 The Grantholder and Organisation must comply with any guidelines for branding, communications and engagement that EuroELSO may issue from time to time. The Grantholder and Organisation must contact EuroELSO before making any public announcements regarding the Grant Activities.
- 10.3 The Grantholder and Organisation shall, so far as is reasonably practicable, ensure that Results are published reasonably promptly in appropriate papers and the fact that that EuroELSO's grant has supported the work must be acknowledged in all research publications. A copy of submitted publications and revised publications should be forwarded to EuroELSO's President within 7 days of the submission
- 10.4 The Organisation shall inform EuroELSO in advance of proposed publication of Results, and where necessary shall delay such publication as reasonably required by EuroELSO in connection with the obtaining of Intellectual Property protection.

11 Termination

- 11.1 EuroELSO reserves the right to terminate the Grant at any time. Reasons for termination of the Grant include, but are not limited to, any breach of these Terms and Conditions, any conditions imposed by the Charity Commission that the Grantholder, the Organisation and/or EuroELSO cannot fulfil and any changes in the law which may render the Grant Activities unlawful. Where practicable EuroELSO will give the Organisation and Grantholder 21 days' notice and reasons for termination in writing, but EuroELSO is not obliged to do so and may terminate the Grant with immediate effect. Grant monies already paid to the Organisation must promptly be returned to EuroELSO, save for any expenditure properly and necessarily incurred in work done pursuant to the Grant up to the date of termination (which for the avoidance of doubt, shall not include any costs relating to redundancy payments to staff working on the funded project).
- 11.2 The following clauses of these grant terms and conditions shall continue to apply after termination of the Grant: 2.4, 2.5, 4, 7, 8, 9, 10, 12, 16.

12 Liability and indemnity

- 12.1 EuroELSO relies on the Organisation to ensure that the Grant Activities are carried out in accordance with best practice to avoid damage, loss or injury to persons or property. The Organisation will also ensure that Results are properly validated prior to publication. EuroELSO accepts no responsibility for costs incurred other than those set out in the Award Letter, nor any liability for any accident, injury or loss sustained by any person in connection with the Grant Activities or publication of Results.
- 12.2 By accepting the Grant, the Organisation agrees to indemnify EuroELSO against any costs, claims or liabilities (including legal costs) suffered or incurred by EuroELSO as a result of any action, claim or complaint brought against EuroELSO in connection with or arising from any of the Grant Activities or the publication of results.

13 Entire agreement

These Terms and Conditions, together with the Award Letter and other documents referred to therein, represent the entire agreement and understanding between the parties in relation to the Grant arrangements and work carried out under the Grant and will supersede all arrangements or agreements (if any) relating thereto that may have been previously entered into or made between the parties, except in respect of any fraudulent misrepresentation made by either party.

14 Legal relationship

Nothing in this agreement shall be construed to constitute either party the partner, joint venture partner, agent or employee of the other party and, except as expressly provided in this agreement, neither party by virtue of this agreement has authority to transact any business in the name of the other party or on its behalf or incur any liability for or on behalf of the other party.

15 Rights of Third Parties

Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

16 Law

This agreement shall be governed by and construed in accordance with English law and the parties irrevocably agree that the English Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this agreement.