

Headlines Craniofacial Support

Research Award Agreement & Terms and Conditions

Date:

Between:

1. Headlines Craniofacial Support, registered office (the "Charity")
2. The Host Institution; and
3. The Principal Investigator

(each a "Party", together the "Parties")

Host Institution (name & address)	
Principal Investigator (name & address)	
Lead Researcher (e.g. Fellow/PostDoc/PhD Student) (if different from PI)	
Project Title	
Duration	
Award Amount	
Grant Reference #	
Key Dates:	
<i>Start</i>	
<i>Completion</i>	
<i>Interim report(s) due</i>	
<i>Final report due</i>	

HOST INSTITUTION	
Grants Office:	
Contact Name & Position	

Telephone	
Email	
Finance Office:	
Contact Name & Position	
Telephone	
Email	

PLEASE LIST ANY COLLOBORATORS:

(add more if necessary)

Collaborator 1 (if applicable)	
Contact Name & Position, Organisation	
Telephone	
Email	
Collaborator 2 (If applicable)	
Contact Name & Position, Organisation	
Telephone	
Email	

We have read and understand the terms, conditions and notes in respect of the Headlines Research Award and agree to comply with and be bound by them. We confirm that supervision of the project has been arranged in accordance with clause 2.

Signed for on behalf of the Host Institution	
Name	
Position	
Signature	
Date	
Signed for on behalf of the Principal Investigator	
Name	
Position	
Signature	
Date	

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Definitions

Charity – “Headlines Craniofacial Support, a registered charity in England and Wales (1058461) and in Scotland (SC050262)”

Grant Holder – “The Host Institution and the Principal Investigator”

Host Institution – “The university, hospital, research institution, or any other entity receiving the Award and at which some or all of the Project will be carried out or which employs the Principal Investigator.”

Principal Investigator – “The individual responsible for the supervising and delivering the Project and who may also be the Lead Researcher”

Lead Researcher – “The researcher taking responsibility as the main point of contact for the purposes of compliance with clauses 3 to 5 of this agreement” Note: the Principal Investigator and Lead Researcher may be the same person

Researcher(s) – “The individual(s) undertaking the project” this could include for example a Research Fellow, postdoctoral assistant or Ph D Student

Project – “The activity(ies) approved for by the Charity and funded under the Award relating to the Project Title”

Application – “The Grant Holder’s application to the Charity requesting funding for the Project and any representations made by or on behalf of the Grant Holder in connection with the application”

Award – “The monies described in the Offer Letter corresponding to the budget approved for funding by the Charity and payable to the Host Institution subject to the terms of this agreement”

Offer Letter – “The letter summarising the Award offered by the Charity”

Grant Period – “The period commencing with the Start Date and finishing with the Completion Date”

Collaborating Institution – “A university, hospital trust, research council, or any other entity working with the Grant Holder in connection with the Project

Interim Report – “A written assessment of the Project’s progress to date”

Final Report – “A detailed summary and assessment of the results of the Project following its completion”

Intellectual Property - a property right that can be protected under law, including copyrightable works, ideas, discoveries, and inventions. The term intellectual property relates to intangible property such as patents, trademarks, copyrights, and trade secrets.

Share of the Revenue – revenue sharing is the distribution of revenue, that is the total amount of income generated by the sale of a patented item among the stakeholders or contributors.

Technology Transfer Office - Many companies, universities and governmental organizations now have an Office of Technology Transfer (TTO, also known as "Tech Transfer" or "TechXfer") dedicated to identifying research which has potential commercial interest and strategies for how to exploit it.

1. General

- 1.1 The Grant Holder shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written agreement of the Charity.
- 1.2 This Agreement may only be amended in writing signed by duly authorised representatives of the Charity and the Grant Holder.
- 1.3 This Agreement including the Appendices sets out the entire agreement between the Charity and the Grant Holder relating to the Project and supersedes all prior oral or written agreements, arrangements or undertakings between the Parties relating to the Project. The Charity and the Grant holder acknowledge that they are not relying upon any representation, agreement, term or condition which is not set out in this Agreement.
- 1.4 This Agreement includes the stipulations made within the Application Guidance for Headlines Research Awards which can be found in Appendix 1.

2. Finance and Staffing

- 2.1 Headlines makes the Award to the Grant Holder to undertake the project.
- 2.2 The Grant Holder must use the Award only for the delivery of the Project and must not, without prior written consent of the Charity:
 - 2.2.1 Make any material changes to the Project;
 - 2.2.2 Make any material changes to the approved budget; or
 - 2.2.3 Use any portion of the Award for any purpose or activities outside the Project; or spend any of the Award on liabilities incurred before the Grant Period (unless expressly covered in the Application.
- 2.3 The Award is made on condition that it is used for the Project during the Grant Period. Any unspent grant (e.g. arising from a lower price or salary being paid than was estimated in the application) will revert to the Charity at the end of the Grant Period.
- 2.4 The Grant holder understands and acknowledges that:
 - 2.4.1 The Charity is not responsible for any overspend (e.g. Increased costs arising from price or salary increases part-way through the Grant Period) by the Grant Holder on the Project and the Charity has no obligation to increase the Award in those circumstances. Any requests for additional funding must be submitted to the Headlines Research Committee where they will be considered with the and subject to the same process as new applications. Any additional year's funding may be managed by the Charity as a separate grant:
 - 2.4.2 The Charity is under no obligation to fund any subsequent activities or projects related to the Project that the Grant Holder may wish to carry out; and
 - 2.4.3 The Charity will not provide funding or bear any responsibility for any exit costs (including but not limited to employment costs) that may be incurred by the Grant Holder at the end of the Project unless they were included and approved within the Application and are part of the Award.
- 2.5 Subject to clauses 3.3 and 3.5 grants are paid quarterly in arrears, although a different arrangement may be agreed e.g. if the Award includes payment for an item of equipment.
- 2.6 Payments will only be made from the Award on receipt of an invoice from the Host Institution. Invoices should be addressed to the Treasurer at Headlines Craniofacial Support, 4-6 Spicer Street, St Albans, AL3 4PQ, Hertfordshire, UK.
 - a. Describe the cost(s) invoiced with reference to the approved budget
 - b. Quote the Grant Reference (stated on page 1); and
 - c. Specify the time period to which they apply.
- 2.7 The Project should start within one year of the date of this Agreement. If there are exceptional reasons why this is not possible, an explanation must be submitted to the Charity for the consideration by the Research Committee. The Committee's decision whether or not to revoke the Award will be final.

- 2.8 The Project will be supervised by the Grant Holder. If the Principal Investigator becomes unable or unwilling to continue with the Project, and the Charity and the Grant Holder, acting reasonably, cannot agree on a substitute within 30 days after receiving that the Principal Investigator is unable or unwilling to continue the Project, each of the Parties shall be entitled to terminate this Agreement by giving 90 day's notice in writing to each other.
- 2.9 The Charity will not be responsible in any way for the employments contracts of the Researchers or other staff working on the Project. Any unexpected costs arising (e.g. maternity leave payments, sickness benefit, unfair dismissal costs etc.) must be borne by the Grant Holder.
- 2.9.1 The Charity will only cover the salary stipend for a researcher(s). The Grant Holder is responsible for the costs of pension contributions, National Insurance and any additional benefits which are made available through the institution.
- 2.9.2 The Grant Holder will be responsible for ensuring that any appropriate staffing quota approvals are obtained before employing senior research fellows. The Charity does not have access to any quota for such appointments.
- 2.10 The Grant Holder is fully responsible for the payment of any levies such as the apprentice levy.
- 2.10.1 The Charity will not cover the costs of computers or laptops unless there is a specific justification to do so in the application.
- 2.10.2 Any reagents or small items of equipment (valued at less than £5,000) purchased using the Award should be owned by the Host Institution, and will be the responsibility of the Host Institution.
- 2.10.3 Unless the Charity directs otherwise, any large items of equipment should belong to the Host Institution, and will be the responsibility of the Host Institution. However, the equipment purchased using the Award must be used primarily for the Project, during the Grant Period.
- 2.10.4 The Grant Holder must inform the Charity if, at any time before the end of the Grant Period, it receives funding from any source or person towards the Project, including the amount of funding and purposes to which it is to be applied.
- 2.10.5 If, before or during the Grant Period, the Grant Holder receives any funding from any other source or person towards the Project that was undisclosed prior to the date of this Agreement, require repayment of that part of the Award that has been duplicated.

3. Supervision

- 3.1 The Grant Holder will supervise the Project in line with the UKRI's Policy Frameworks which can be found at: www.ukri.org/skills/policy-and-frameworks and such other guidance on good research practice produced or endorsed by the AMRC as agreed between parties, to ensure that it is conducted to the highest standards of rigour and integrity, with the core elements of research
- 3.2 If a case of fraud is suspected in the course of the research, then the Charity should be notified and kept informed of further developments by the Grant Holder.
- 3.3 At the initial stages of any fraud enquiry, the Charity would not normally suspend the Award. However, if in the Charity's reasonable opinion adequate steps are not taken to proceed with the investigation, the Award will be suspended.
- 3.4 If fraud is proven, the Charity will terminate the Award immediately and will consider a claim against the Grant Holder for funds so lost.

4. Reporting

- 4.1 The Grant Holder is required to submit a Final Report following completion of the Project which should be received no later than three months after the Completion Date.
- 4.2 The Final Report must be submitted in a prescribed form (Appendix 2) for review (within one month of receipt) and approved by the Research Committee.
- 4.3 The Charity may withhold up to 10% of the Award until the Final Report is received.

- 4.4 If the Grant Period is longer than one year, an Interim Report must be submitted in a prescribed form (Appendix 3) on each anniversary of the Start Date during the Grant Period (except in the year of Completion) for review (within one month of receipt) and approved by the Research Committee.
- 4.5 The Charity may suspend further payments of the Award until the relevant interim reports have been approved.
- 4.6 The Interim Report should highlight any difficulties identified or anticipated by the Principal Investigator or Lead Researcher, and any matters which should reasonably be brought to the attention of the Charity.
- 4.7 The Grant Holder should advise the Charity about publications from the Project and work with the Charity Communication Team on a press release/news item to accompany the publication. The Grant Holder will send copies of any publications arising from the Project to the Charity within 8 weeks of notification. The Grant Holder should acknowledge the Charity's funding in the publication.
- 4.8 As set out in Clause 6.14 below, it is the responsibility of the Grant Holder to notify the Charity if any Intellectual Property Rights have been created in the course of the research. When such notification has been received, the Charity ensure these are not published or disclosed without prior consent of the Grant Holder.
- 4.9 In addition to the Interim and Final Reports required under Clause 3, the Principal Investigator may in the future need to complete an annual submission to Researchfish if the Charity chooses to use this data platform. The Principal Investigator will be kept informed about this need.
- 4.9.1 In line with the Charity's charitable objectives to disseminate the results of research the Charity may use the information from the research they have funded to promote public or professional awareness of the research undertaken.
- 4.10 The Charity supports the open access for all research publications produced from the Project.

5. Acknowledgements and Branding

- 5.1 The Grant Holder will give appropriate acknowledgement of the Charity in any publication or presentation of the research findings.
- 5.2 The Grant Holder and Researchers must ensure that the Headlines is used in publications, presentations or other materials produced in connection with the Project.
- 5.3 For the purposes of this Clause 4, the Grant Holder and Researchers will use the official Headlines branding which can be obtained from the Charity's Research Team but must obtain the Charity's prior written consent to use the branding for any other purpose not mentioned in this Clause.

6. Press and Media Reporting

- 6.1 The Grant Holder will notify the Charity's Research Team at the earliest opportunity if it believes that the research relation to the Project may be mentioned in the press or a medial broadcast. Any press statement issued by the Grant Holder concerning the research must be approved in advance by the Charity.

7. Intellectual Property

- 7.1 The Charity is under an obligation to ensure that the useful results of research that its funds (whether in whole or in part) are applied for the public good. In some circumstances, this obligation may be best achieved through the protection of intellectual property and commercial exploitation.
- 7.2 The Charity identifies its Intellectual Property policies listed herein in accordance with the AMRC's "Guidance on IP Terms and Conditions"¹
- 7.3 The institution and grant holders should notify the Charity promptly in writing when Intellectual Property arises from the grant and take all reasonable steps to ensure that 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).

- 7.4 The Host Institution is required, to have procedures in place for the identification, protection, management and exploitation of charity funded Intellectual Property.
- 7.5 All Arising Intellectual Property shall vest and be owned by the Host Institution; the Host Institution shall ensure that all workers on the Project have signed agreements for automatic and immediate vesting in the Host Institution Arising Intellectual Property.
- 7.6 If the Project involves Collaborating Institution(s), then the Host Institution is required to execute a collaboration agreement, which shall bind the Collaborating Institution(s) to the provision of this Agreement. In the event that some of the Arising Intellectual Property is generated or developed by a Collaborating Institution, the Host Institution shall require that the Collaborating Institution assigns part of the Arising Intellectual Property to the Host Institution.
- 7.7 The Host Institution and Collaborating Institution(s) shall provide all background Intellectual Property that is necessary for undertaking the Project.
- 7.8 If the Host Institution fails to adequately manage or exploit the Arising Intellectual Property which the Charity reasonably considers should be exploited, then the Charity may exploit the Arising Intellectual Property.
- 7.8.1 Arising Intellectual Property relating to the Project may not be exploited in any way without prior written consent from the Charity.
- 7.9 Consent shall require the execution of a Revenue Sharing Agreement (See Clause 7).
- 7.9.1 The requirement to share revenues (see Clause 7) with the Charity in accordance with the IP Clauses of this Agreement shall survive expiry or termination of this Agreement.
- 7.9.2 If the Host Institution decides to discontinue the exploitation of Arising Intellectual Property it shall offer it to the Charity and if such offer is accepted, will grant the Charity the rights necessary for the Charity to take on the exploitation within reasonable time.
- 7.9.3 If materials or resources are generated, developed, or validated using the Award, the materials must be made available to the Charity and to other academic or non-academic third parties for research. The Host Institution is encouraged to make use of public/not for profit repositories for the purposes of dissemination. The Host Institution is also encouraged to make materials or resources available to commercial third parties with appropriate consideration.
- 7.9.4 Employees and students may be paid an additional bonus under the Host Institution Share of the Revenue polices, in respect of Arising Intellectual Property.
- 7.9.5 The Host Institution shall notify the Charity promptly on the creation of generation of Arising Intellectual Property. In particular the Charity should be notified prior to registration or filing of any application relating to Arising Intellectual Property so that the Charity can comment and agree to any Share of the Revenue Provisions (see Clause 7).
- 7.9.6 The Host Institution must use diligent endeavours to ensure that no publication or presentation compromises its ability to seek appropriate protection of Arising Intellectual Property.
- 7.9.7 The Host Institution must provide written notification at the time of making, or as soon as reasonably possible after making, any application to NICE or other such entity which might bring the Charity into a conflict of interest.

8. Share of the Revenue from Arising Intellectual Property

- 8.1 The Host Institution is required, to ensure that all Parties benefit from the Arising Intellectual Property through a Share of the Revenue Agreement as noted in Clause 6.
- 8.2 The Share of the Revenue Agreement should be drawn up with mutual agreement between the Host Institution and the Charity.
- 8.3 In order to calculate the revenue that can be shared between parties, the direct costs of exploitation and TTO (Technology Transfer Office) translation fees need to be identified and the Charity needs to be kept informed. The Charity will not be liable for these costs directly though some of these costs may be deducted from any shared revenue.

- 8.3.1 “Direct Costs” means all external expenses incurred and paid by the institution in connection with the filing, prosecution and maintenance of the Intellectual Property including, but not limited to, official filing fees, agent costs, and reasonable legal, litigation and other advisory and consultancy fees. Direct Costs shall not include the institution’s internal costs relating to these activities, regardless of the legal constitution of the institution’s TTO. Institution & TTO may not make deductions for salary or taxes in respect of the institution & TTO or for any amounts.
- 8.3.2 “TTO translation costs” are set at 5-10% after deducting direct costs. Where a higher percentage fee is sought by the institution, the onus will be on the institution to demonstrate why a higher fee is warranted (for example because relevant service cost has been absorbed by the TTO other than those already deducted as Direct Costs).
- 8.3.3 It is recommended that the Parties shall share all Net Revenue (after the deduction of agreed Direct Costs (see Clause 8.3) received from the exploitation of the Arising Intellectual Property, in the proportion of twenty five percent (75%) to the Host Institution and twenty five percent (25%) to Charity. This is in accordance of the Wellcome Trust Policy on Consent and Revenue and Equity Sharing². This is the guidance that is recommend for AMRC member charities.
- 8.4 Where the Project that leads to exploitable IP has been funded by more than one funder, it is the responsibility of the Host Institution to identify the inventive contribution of the inventors and the proportionate funding contributions of the funders. It is also the responsibility of the institution to reward inventors of IP from its revenue share according to its own policies and practice. Where rights to take equity are obtained this should be shared between the funder and the institution on a 50:50 basis. The institution and its technology transfer company should agree how to share between themselves any fees or shares of net income and/or equity due to either or both of them.
- 8.5 As such, the Charity expects that the Host Institution complies with the AMRC’s “Guidance on IP Terms and Conditions¹ and the Wellcome Trust Policy on Consent and Revenue and Equity Sharing².

9. Limitation of Liability

- 9.1 The Grant Holder accepts full responsibility for the management, monitoring and control of the Project and all those staff employed or involved in the Project, including compliance with the requirements of all applicable laws and regulations.
- 9.2 The Charity does not accept responsibility, financially or otherwise, for the expenditure or liabilities arising out of the Project other than as expressly stated in this Agreement.
- 9.3 The Charity shall not be responsible for any injury to or for any death of any person, or for the loss or any damage to property of any kind, occasioned by or arising out of the Grant Holder’s own negligence or the negligence of any other person employed by the Grant Holder.
- 9.4 Under no circumstances will the Charity be liable to the Grant Holder or to any other third party in excess of the Award or for any expenses incurred following the date of termination of this Agreement.
- 9.5 The Charity will not indemnify the Grant Holder against any claim for compensation nor against any other claim for which the Grant Holder may be liable.

10. Termination and Repayment of the Award

- 10.1.1 The Charity or the Grant Holder may terminate this Agreement upon 28 days prior written notice where it considers that the other has committed a fundamental breach of this Agreement.
- 10.1.2 The Charity may terminate this Agreement in writing with immediate effect if in its reasonable opinion it considers the Grant Holder has committed an act or omission which damages the reputation of the Charity.
- 10.1.3 The Charity may at its absolute discretion withhold, suspend, or require the Grant Holder to repay, all or part of the Award if:
- 10.2 The information disclosed in the Application was materially inaccurate or misleading;

- 10.2.1 The Charity reasonably considers that deliver of the Project falls short of the standards required under this agreement
- 10.2.2 The Grant Holder or any of its staff acts dishonestly or negligently in connection with the Project or breaches any of its or their legal obligations in a way that could lead to reputational damage for the Charity;
- 10.2.3 The circumstances described in clause 1.3 apply (in which case, the Charity's rights under this clause relate to the unspent money only);
- 10.2.4 Where the Grant Holder receives duplicate funding for the Project as referred to in Clause 1.4 (in which case, the Charity's recovery will be limited to a part o f the Award equivalent to the amount of duplicate funding);
- 10.3 The Grant Holder applies any of the Award in a manner which is not permitted under this Agreement;
 - 10.3.1 The circumstances in clause 1.8 apply:
 - 10.3.2 The Grant Holder fails to commence, progress or complete the Project substantially in accordance with any timescales or milestones contained in the Application:
 - 10.3.3 The Grant Holder ceases to carry out the Project, or loses any regulatory consent necessary for the Project; or
 - 10.3.4 The Grant Holder fails to comply with any of the terms of this Agreement and (Where that failure is capable of being remedied) fails to remedy that failure within 28 days of the receipt of a notice from the Charity to remedy that failure.
 - 10.3.5 If the Charity requires repayment of any party of the Award under this Clause 8, the Grant Holder must repay that amount in full within 28 days of receipt of the Charity's notice requiring repayment. The Charity may alternatively, at its discretion, set off any amounts due to it under this Clause 8 against any further payments of the Award due to be paid, or against any other payments due from the Charity to the Grant Holder under this Agreement or otherwise.

11 Other Guidance

- 11.1.1 As members of the Association of Medical Research Charities (AMRC), the Charity follows the Research Management guidance found here:
<https://www.amrc.org.uk/Handlers/Download.ashx?IDMF=fcc7a7fc-dcf3-4ae6-b951-90e8fcddd8e9>
- 11.1.2 As members of the AMRC, the Charity follows the peer review guidelines set out here:
<https://www.amrc.org.uk/guidance-on-implementing-the-principles-of-peer-review>