

SMALL GRANT AWARDS SCHEME – TERMS AND CONDITIONS 2023

1. Introduction

- 1.1. These Terms and Conditions, together with the accompanying Award Letter, set out the terms and conditions on which the Award is made by JDRF UK to the Host Institution and Award Holder.
- 1.2. By counter-signing the Award Letter the Host Institution accepts the Award and enters into the Contract with JDRF UK.
- 1.3. By accepting the Award, the Award Holder and the Host Institution agree to be legally bound to these Terms. It is the responsibility of the Host Institution's Financial Officials and Research Officers to ensure that all documentation submitted to JDRF UK conforms to these Terms and Conditions.

2. Definitions

Application	The application for funding submitted to JDRF UK by the Award Holder in order to carry out the Research.
Arising Intellectual Property	Includes all inventions, discoveries, materials, technologies, products, data, algorithms, software, patents, databases, copyright, trademarks, know-how and all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future and including applications, extensions and renewals in relation to any such rights, generated or validated under the Research.
Award	The funding to be provided by JDRF UK for the performance of the Research as identified in the Award Letter.
Award Holder	The principal investigator on the Application and the person who has responsibility for the leadership of the Research.
Award Letter	The letter from JDRF UK to the Host Institution, signed by an authorised representative of JDRF UK, specifying the Award title, amount awarded, the duration of the Award and any additional terms and conditions.
Co-applicant	A person who assists the Award Holder in the management and leadership of the Research.
Collaborator	A person who makes a significant material or intellectual contribution to the Research.
Conflicting Activities	Has the meaning given in clause 3.12.
Contract	The agreement between the Award Holder, the Host Institution and JDRF UK which is made up of the Application, these Terms and the Award Letter counter-signed by the Host Institution.
Follow Up Report	The report provided 18 month after the end of the Award, including final results, data, publication(s) resulting from the Research and outcomes of applications for future funding or future development.
Host Institution	The University, NHS Trust or other legal entity to which the

	Award is granted and which is the Award Holder's employer.
JDRF UK	The charity operating under the name of JDRF. JDRF is a registered charity in England and Wales (Charity No 295716) and in Scotland (Charity No SCO40123). JDRF is registered as a company limited by guarantee, in England and Wales (No 2071638).
Net Income	The gross income received by the Host Institution from the licensing, sale, transfer or other commercial utilisation of any Research Results and Arising Intellectual Property, less payments that the Host Institution makes to any applicable inventors in accordance to the Host Institution policies and less direct, unreimbursed out-of-pocket expenses paid by the Host Institution to third parties for patent or licensing any Research result or Arising Intellectual Property.
Parties	JDRF UK and the Host Institution.
Report	The written document presenting any and all information, data and / or findings developed or created, including any Arising Intellectual Property as a result of the Research.
Research	The research described in the Application and, where the Application relates only to part of a larger project, the Research means that part only.
Terms	The terms and conditions set out in this document.

3. The Research

- 3.1. It is the responsibility of the Host Institution to ensure that the Award Holder, Co-applicants, Collaborators and all staff conduct the Research in accordance with the Application, the Award Letter and these Terms, and to provide sufficient resources to support the Research under the award.
- 3.2. The Host Institution is responsible for all activities and costs associated with the employment or other engagement of researchers and other individuals who perform work in relation to the Research.
- 3.3. JDRF UK is solely a provider of funding for the Research and it is not an employer or sponsor of the Research.
- 3.4. The award offer will automatically lapse and the Award Letter will automatically become void if the Research is not begun within six [6] months of the start date stated in the Application and Award Letter.
- 3.5. The Host Institution must enter into a collaboration agreement, material transfer agreement or other suitable written agreement with any company or other organisation involved in carrying out the Research. That agreement must not conflict or be inconsistent with the Application, these Terms and the Award Letter.
- 3.6. The Host Institution must ensure that before the Award commences and during the term of the Award, all the necessary legal and regulatory requirements, including any necessary or appropriate ethical approval, in order to conduct the Research are met. This includes obtaining all licences and approvals. The Host Institution accepts full responsibility for ensuring that any such approvals are in place at all relevant periods of the Award.
- 3.7. Any procedure that involves the removal/collection, retention and disposal of human organs and tissue from live donors or at post-mortem covered by the Human Tissue Act 2004 for England, Wales and Northern Ireland and the Human Tissue (Scotland) Act 2006 (and any subsequent relevant acts respectively) must be carried out in

accordance with the guidance issued by the Human Tissue Authority, Human Fertilisation and Embryo Authority (or their successors) and the Department of Health and Social Care.

- 3.8. All Award Holders (whether working in clinical or laboratory research) are strongly encouraged to work with JDRF UK to implement opportunities for the involvement of people with – or with a connection to type 1 diabetes; improving research design, recruitment strategy, dissemination of results and research relevance.
- 3.9. The Award Holder, Co-applicants, Collaborators and all staff must ensure all research involving animals is fully compliant with current Home Office legislation.
- 3.10. Research using animals funded by JDRF UK must follow the [NC3Rs](#) and cross-funder guidance on [Responsibility in the Use of Animals in Bioscience Research](#).
- 3.11. All researchers are expected to follow the principles and guidelines set out by [MRC's Good Research Practice](#).
- 3.12. The Host Institution shall promptly notify JDRF UK if the Award Holder or any member of the team participates in any research or other activity that may prejudice their ability to perform the Research in accordance with the Contract or that may result in concerns about conflicts of interest or duty (together, “Conflicting Activities”).
- 3.13. The Host Institution shall ensure that the activities funded by the Award are at all time conducted in accordance with all applicable laws, regulations, codes of practice and guidelines including, amongst others, those relating to employment, health and safety, data protection, UK policy framework for health and social care research.

4. Award Finance Administration

- 4.1. Payment will not be made until the Host Institution has
 - a) formally accepted the Award and the Terms under which it is awarded
 - b) provided documents related to ethical approvals and home office approvals (for work involving animals) as requested in the Application form.
- 4.2. Payment of the Award will be made in two steps
 - a) Two-thirds paid within a month of the Host Institution informing JDRF UK that the Research has started, and
 - b) one third paid once a comprehensive Report has been received.
- 4.3. In the event of early termination, JDRF UK will require the Award to be repaid partially or in full.
- 4.4. JDRF UK will not be liable for the payment of any amount in addition and above those set out in the Award Letter. The Host Institution will be liable for any expenditure incurred in connection with the Research in excess of the Award.
- 4.5. JDRF will only reimburse directly incurred costs relating to the Research. JDRF UK does not pay directly allocated costs or indirect costs (estates or overheads). Indirect costs represent the costs of central and distributed services shared by other activities that are not project-specific e.g. Finance, IT and Human Resources (For more information about fund headings and full economic costings see <https://www.trac.ac.uk/>).
A non-exclusive list of non-allowable costs includes:
 - Lobbying: JDRF UK grant funds may not be used for lobbying purposes of any kind.
 - Tuition and registration fees
 - General office supplies/equipment

- Computers
- Administrative assistance costs
- Financial Analyst, Accountant cost
- Library
- Departmental services
- Rent
- Office telecommunications
- Advertising costs
- Patent applications
- Indirect cost for fee-for services, consultants, and contractors

4.6. The amount awarded detailed in the Award Letter is not subject to output VAT.

5. Audit

5.1. The control of expenditure to be funded by the Award must be covered by any formal audit arrangements that exist in the Host Institution. This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.

5.2. JDRF UK reserves the right to audit all expenses related to the Award at any time.

5.3. As a condition of accepting this Award, the Host Institution agrees to maintain books and records documenting the expenditure of the Award.

5.4. The Host Institution agrees to make these books and records available to JDRF UK for review (at JDRF UK's expense) upon request.

6. Reporting and Publication

6.1. A Report must be submitted to JDRF UK by the Award Holder or Host Institution within 3 months of the end of the Award period. Failure to report as requested may cause delay or withholding of the final payment of the Award and refusal to consider further application(s) from the Award Holder.

6.2. A Report is also required for Awards that have been terminated under clause 10.2 and 10.3.

6.3. A Follow Up Report must also be submitted 18 months after the end of the Award. This will help JDRF UK to assess the impact of this award scheme in the longer term and potentially help to develop new schemes.

6.4. JDRF UK's role as funder of the Award must be acknowledged in publications and presentations by the Award Holder, the Co-applicant(s) or any Collaborator(s), which include the whole or part of the results. Such acknowledgement should include the following wording "This work was supported by JDRF UK (grant number [xxx])".

6.5. If any acknowledgement includes the JDRF logo, the logo must be displayed in accordance with JDRF branding guidelines.

6.6. The Award Holder and the Host Institution are expected to publish in relevant journals and to provide information to the public on the findings of their JDRF UK Award.

6.7. The Award Holder and the Host Institution must notify the JDRF UK research team of any publication relating to JDRF UK supported research. Copies of abstracts and journal articles (preprints and reprints) should be provided as soon as accepted.

6.8. Authors must deposit an electronic copy of their final peer-reviewed manuscripts in PubMed Central immediately upon acceptance for journal publication. The manuscript is to be made publicly available in PubMed Central no later than 12 months after the official date of journal publication.

6.9. Any public announcement (i.e. press release, website posting, public email announcement) must be coordinated with JDRF UK. Please contact the research team at researchcommunications@jdrf.org.uk for such announcements.

7. Arising Intellectual Property

7.1. Arising Intellectual Property shall vest in and be owned by the Host Institution.

7.2. The Host Institution shall ensure that all persons in receipt of the Award funding or working on an activity funded under the Award (including employees, students, Co-Applicants, Collaborators and subcontractors) are employed or retained on terms that vest in the Host Institution all Arising Intellectual Property from the Award.

7.3. The Host Institution shall disclose in writing to JDRF UK within 60 days all Arising Intellectual property that may be of medical or commercial value.

7.4. In acknowledgement of JDRF UK's provision of funding, the Host Institution shall pay JDRF UK a royalty in the amount of ten percent (10%) of Net Income, up to an aggregate amount equal to five (5) times the funding provided by the Award under which the Arising Intellectual Property was developed.

8. Confidentiality and Data Protection

8.1. As a charity, JDRF UK has the responsibility to disclose to the public details of the research we fund. The lay abstract and reports will be made publicly available.

8.2. Except for Clause 8.1 above, information shared and / or acquired as a result of this Contract will be kept confidential to the extent that such information is not available in the public domain.

8.3. All parties will comply with the Data Protection Act 2018 and any subsequent legislation and guidance.

9. Limitation of Liability

9.1. JDRF UK accepts no responsibility, financial or otherwise, for expenditures (or liabilities arising out of such expenditure) or liabilities (including any loss, damage or injury) arising out of the Research other than those specifically listed in the Award Letter, or any claim in relation to employment matters.

10. Variation and Termination

10.1. JDRF UK reserves the right to amend these Terms and those of the Award Letter.

10.2. The Host Institution and / or the Award Holder must inform JDRF UK immediately of:

- a) any change that might affect their ability to comply with the Contract.
- b) any reasonable suspicion of or actual fraud, corruption or financial impropriety relating to the expenditure of the Award.
- c) any instances of scientific misconduct in relation to the Award and disclose the nature of the misconduct.

10.3. JDRF UK reserves the right to terminate the Award at its sole discretion on receipt of such notification, unless redress can be made to JDRF UK's satisfaction within 30 days. If termination takes place, unspent funds and any funds not spent in full accord with the Contract must be returned to JDRF UK within 30 days.

11. Force Majeure

11.1. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-

performance continues for 6 months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

12. Governing Law and jurisdiction

12.1. The Contract shall be governed by the laws of England and Wales. The Host Institution and the Award Holder submit to the jurisdiction of the courts of England & Wales to settle any disputes in connection with these Terms.