

ME SOLUTIONS GRANT CONDITIONS JANUARY 2007

1. DEFINITIONS

1.1 Defined terms used in the following General conditions have the meaning given to them in this document or in the formal letter of award of grant ('Award Letter') accompanying these General conditions.

1.2 In the event of a conflict between the provisions of the Award Letter and those of these General conditions, the provisions of the Award Letter shall prevail.

2. ACCEPTANCE OF THE GRANT

2.1 Before the grant may be activated, the recipient must accept, and agree to abide by, these conditions including any conditions in the Award Letter. A form for this purpose will be provided and must be signed by a duly authorized signatory of the Recipient.

3. GENERAL CONDITIONS

3.1 ME Solutions expects that the grant holder(s) will complete the project within the agreed period and the overall grant awarded and will make no material change to the description of the project without prior approval of ME Solutions.

3.2 ME Solutions has placed reliance on the application and related information provided to ME Solutions by the recipient in connection with the project being true, accurate and complete in all material respects and not omitting any fact or circumstances that might make such information misleading. The recipient must inform ME Solutions at the earliest opportunity if any fact or circumstance should arise that would make the information misleading.

3.3 The grant is made on the basis of ME Solutions' understanding of the project. Any proposals to use grant monies for projects or purposes other than the project specified in the Award Letter or any other change in the nature, structure and format of the project (including the results), will require the prior written agreement of ME Solutions. Such agreement may be refused at the absolute discretion of the charity.

3.4 If the project does not commence within 6 months of the offer by ME Solutions, ME Solutions reserves the right to withdraw the offer.

3.5 ME Solutions will not pay for staff travel expenses, advertising for posts, secretarial work, stationery or contribution to general departmental overheads.

3.6 The recipient must accept full responsibility for the management, monitoring and control of the project and for any participants engaged in carrying it out and for any payments due to them.

3.7 Save as specified to the contrary in this document, ME Solutions accepts no responsibility or liability, financially or otherwise, for any loss, claim, damage or expense arising out of or in connection with the project.

4. EMPLOYMENT OF STAFF

4.1 ME Solutions does not act as an employer and therefore, in all cases where support is provided for the employment of staff, the host institution undertakes to issue a contract of employment. ME Solutions will not be responsible for claims under any statute or all common law, nor will it indemnify the host institution against any claim for compensation or against any claims for which the host institution may be liable as an employer.

4.2 Tenure of appointment of staff recruited for work under a grant must be confined strictly to the period of the grant, unless the host institution wishes to retain the staff beyond this period for its own purpose, and at its own expense.

4.3 In cases where the Research Assistant or other staff are not identified in the application, or if the nominated individual(s) fails to take up the appointment, ME Solutions will wish to see the

curriculum vitae of the proposed holder(s) of the post(s). If the first occupant(s) of the post(s) leaves, ME Solutions will wish to be kept informed of subsequent post holders, with CVs.

4.4 In cases where staff are employed under a grant, no increase in salary (other than normal increments) may be made without ME Solutions' agreement. ME Solutions will endeavour to provide for negotiated increases in salary scales, but cannot guarantee to do so. Requests for supplementary funding following a pay award should include a detailed statement of the additional support which is required.

5. THE PROJECT

5.1 The recipient will use the grant and results exclusively for the purposes of the project.

5.2 It is the recipient's responsibility to carry out, complete and operate the project described in the Award Letter with reasonable skill and care, within the grant period and in accordance with these conditions.

5.3 The recipient will actively and diligently distribute the results (which must be of a satisfactory quality) to as wide and as suitable a public audience as possible. The results must be distributed as soon as possible, but in any event, within six months of the termination of the grant period. Unless specified to the contrary in the Award Letter or otherwise agreed by the trust in advance in writing, the costs of distribution of the results, including any publication or publicity costs, are deemed by ME Solutions to be included in the grant.

5.4 If appropriate, specific requirements for the dissemination of the results (including as to any sums charged) will be detailed in the Award Letter. In all circumstances, any sum charged must not deter the public from access to the results.

5.5 For the avoidance of doubt, the award of the grant for the purpose of the project is not a contract for services.

5.6 The results in finalized form shall be provided to ME Solutions prior to their distribution. Occasionally, ME Solutions may wish to play a more active role in determining the content of certain projects and their results. The Award Letter will specify further conditions where this is the case.

5.7 For certain longer term grants, the Award Letter may specify that the results must be updated in line with current biomedical opinion.

6. EQUIPMENT

6.1 Any Equipment provided by this grant is donated to the recipient solely for the purposes of the project.

6.2 Any loss resulting from payments made for equipment in advance of delivery will be entirely the responsibility of the recipient.

6.3 If any equipment funded under the grant is lost, damaged or destroyed during the life of the grant, the host institution will be required to repair or replace it at its cost.

6.4 In exceptional circumstances, when ME Solutions funds the purchase of highly specialized items of equipment, further conditions relevant to that particular grant may be detailed in the Award Letter.

6.5 If any equipment to be used by the recipient to carry out the project was provided by a previous ME Solutions grant, then ME Solutions will not be willing to provide funds for usage or access charges for the equipment in question.

6.6 The recipient will maintain any equipment (and if applicable, the results) in good repair and condition and will keep such items in a physically secure or other appropriate environment.

7. FINANCIAL ARRANGEMENTS

7.1 The maximum amount to be awarded by ME Solutions to the recipient for all costs incurred in connection with the project is as set out in the Award Letter. There shall be no expectation that further funds will be provided to complete the project in the event of any shortfall.

7.2 Reimbursement of grant monies will only be made by ME Solutions after: (i) receipt by ME Solutions headquarters of claims from the recipient together, where applicable, with copy invoices for goods or services supplied to the recipient for the project and other evidence of expenditure and additional information, if required; (ii) ME Solutions being satisfied that the project is proceeding in accordance with these conditions. Where the recipient is an organization, for example, a charity, a company or a partnership (as opposed to a natural person), claims submitted pursuant to paragraph 7.2(i) must be certified to be correct by either the chief finance officer or the chief administrative officer of the recipient.

7.3 The amount payable under paragraph 7.2 will not exceed the grant.

7.4 Claims must be submitted in a form acceptable to ME Solutions. The final claim for grant monies will only be accepted if it is submitted within six months of the end of the grant period.

7.5 If the Award Letter provides for staged payments, ME Solutions must receive an acknowledgement from the recipient (and where the recipient is an organization, the acknowledgement must be from the recipient's chief financial officer or chief administrative officer) that the previous stage has been completed before further payments will be released.

7.6 Claims for reimbursement of the cash expended by the recipient each quarter should be submitted in arrears. If this procedure is inconvenient, ME Solutions' headquarters should be contacted.

7.7 ME Solutions may require full details of the recipient's accounting systems and accounting controls. ME Solutions reserves the right to seek confirmation that the grant is being used solely for the purpose of the project and reserves the right to require further detailed financial information including further supporting information for claims.

7.8 ME Solutions reserves the right to seek references to establish the financial probity of the recipient.

7.9 Where a recipient is an organization, ME Solutions also reserves the right to ask for confirmation from the external auditors of the recipient of the following: (i) that the annual accounts of the recipient have been approved by the auditors without qualification; (ii) that the management letter from the auditors confirmed that proper systems of internal control were in place, and that there were no matters that did or could significantly affect the administration of grants awarded by ME Solutions; (iii) that this grant has been used solely for the purpose of the project.

7.10 Where the recipient is an organization, ME Solutions also reserves the right to ask auditors of its own choice to request confirmation from the external auditors of the recipient of amounts paid by ME Solutions in respect of this grant.

7.11 In addition, in all cases, whether the recipient is a natural person or an organization, ME Solutions may, at its discretion and cost, decide to commission a separate audit of this grant (and, in so doing, it may or may not seek to use the internal audit function of a recipient which is an organization). In such circumstances and upon reasonable notice, the recipient will allow ME Solutions, its auditors or any other persons nominated by it to inspect the accounts, books and records of the recipient in relation to the administration of the grant and the progress of the project.

7.12 If the recipient fulfils the project without spending the full amount of the grant such parts of the grant as remain unspent must be repaid to ME Solutions. In so far as the grant shall not have been paid in full upon completion of the project, ME Solutions shall be under no obligation to make any further payments to the recipient with respect to the grant.

8. PROGRESS REPORTS AND EVALUATION

8.1 The recipient must keep ME Solutions informed of progress with the project. Accordingly, the recipient must provide ME Solutions with a report within three months of the end of the grant period. Recipients will be required to provide a breakdown of the expenditure of all monies provided on this grant. Further, recipients of longer term grants may also be required to

submit a brief annual report. Where this is the case there will be a specific condition in the Award Letter.

8.2 The recipient must evaluate and monitor the project and expenditure of the grant both while the project is in progress and upon completion to ensure that it is (or has been) properly conducted.

8.3 Notwithstanding paragraph 8.2, for certain grants ME Solutions may wish to carry out its own monitoring of the project's progress and results and may require the recipient to furnish it with certain financial or other information relating to the project on a regular basis (in addition to information required under paragraph 7). The recipient may also be required to report to a Steering Group set up within ME Solutions to monitor the recipient's progress on the project. Where this is the case, there will be specific conditions to this effect in the Award Letter setting out the nature and regularity of the information required. It may also specify that a project monitor appointed by ME Solutions attend the recipient's project meetings and also give requirements as to the nature and regularity of these meetings.

8.4 The Award Letter will also state whether ME Solutions wishes to carry out its own evaluation process both before and after dissemination of the results. The recipient shall cooperate in any such evaluation process.

8.5 The recipient should note that failure to comply with these reporting requirements may cause ME Solutions to refuse to consider further grant requests.

8.6 In addition to any access pursuant to paragraphs 7.10 and 7.11, upon reasonable prior notice, the recipient will allow ME Solutions (or any persons duly authorized by it) to inspect the progress of the project including the physical condition and quality of the results and equipment and any repair or maintenance of such items.

9. LIMITATIONS OF ME SOLUTIONS LIABILITY

9.1 When ME Solutions makes a grant, it reserves the right, without notice, to terminate it should it so wish. In such a case ME Solutions will reimburse the host institution for expenditure properly incurred under the award up to the termination date, but will not in any event be responsible for, nor indemnify the host institution against, any of the matters referred to in this document.

9.2 ME Solutions accepts no responsibilities, financial or otherwise, for the expenditure (or liabilities arising out of such expenditure) or liabilities arising out of work other than those specifically listed in the award letter. The control of expenditure to be funded under this grant must be governed by the normal standards and procedures of the host institution and must be covered by the formal audit arrangements that exist in the host institution.

9.3 Should ME Solutions terminate a grant before expiration of the period for which it was granted (and provided that the full amount of the grant has not been advanced at the time) ME Solutions will recompense any expenses in respect of redundancy or breach of contract that results directly from the termination of the grant. The recompense, if any, would not in any event exceed the amount of the grant remaining to be paid to the institution at the time of the termination of the grant.

9.4 The grant (in so far as it shall have been paid) shall become repayable by the recipient to ME Solutions and any future payments ceased if the recipient: (i) fails to apply the grant for the purposes of the project; (ii) fails to fulfil the project within the grant period or uses the grant or the results otherwise than for the project; (iii) fails to comply with a condition which would vitiate ME Solutions' purpose in making the grant; (iv) is or becomes: (a) an organization which ceases to operate or is placed into receivership or liquidation or an administration order is made with respect to the recipient or such recipient is or becomes the subject of any analogous insolvency proceedings; (b) a natural person (including a partner in a partnership which is a recipient) who becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed or who is or becomes the subject of any analogous

proceedings; (v) acted fraudulently or negligently in any material matter in connection with the project or the recipient's application or in connection with any related information provided to ME Solutions; or (vi) there is a material change in the status or ownership of the recipient.

10 SCIENTIFIC INTEGRITY

10.1 In the rare event of scientific fraud occurring, ME Solutions wishes to make it clear that it is the responsibility of the employing authority to investigate this. ME Solutions supplies funding on the understanding that the employing authority can produce evidence of procedure for dealing with scientific fraud. We might expect this to contain the following elements: a guidance document or code of practice on standards of professional behaviour; provisions for induction and training of staff; monitoring; regulations and procedures for handling allegations; fair procedures and appropriate protection for both the accused and the "whistleblower". By signing this agreement the institution is confirming that they have or are working towards having the appropriate mechanisms in place.

10.2 If a case of scientific fraud is suspected in the course of research then ME Solutions should be notified and kept informed of further developments. At the initial stages of the enquiry ME Solutions would not normally suspend the grant. However, if adequate steps are not taken to proceed with the investigation ME Solutions will suspend the grant. If fraud is proven ME Solutions will terminate the grant immediately.

11. PATENTS/COMMERCIAL ACTIVITIES/INTELLECTUAL PROPERTY

11.1 ME Solutions, as a medical research charity, is under obligation to ensure that the results of research that it funds in part or in whole are published "for the public good". At the same time it recognises the pressures which are upon research institutions and, therefore, the following grant conditions are intended to pay due note to both of these potentially disparate requirements.

11.2 In academia there is a strong desire (and motivation) to present or publish research to peers as soon as possible. To do so before first applying for a patent would most probably invalidate an application. All results of research, and the intellectual property rights in such results, in relation to which ME Solutions has made a grant, must be considered for patent protection by the appropriate authority within the host institution. Publication of the research findings must be delayed until such consideration and until patenting, if there is to be such (even short communications such as posters, abstracts and letters to scientific journals are likely to invalidate patent applications). However, no unreasonable delay should be allowed to occur before information is placed in the public domain. The research and the results of the research may not be commercially exploited in any way without the prior written agreement of ME Solutions. Such agreement may be refused at ME Solutions' absolute discretion or granted subject to such conditions as ME Solutions may decide (and may well require prior agreement as to the sharing of the financial benefits arising from the exploitation). Decisions regarding exploitation will be made on a case by case basis.

11.3 Where multiple funding sources are present or multiple inventors are involved, royalties and other income arising from the research should be shared in proportion to the investment made by funders, less any legal, patenting and associated costs incurred. Neither may any individual nor the institution accept appointment as a consultant, or enter into confidentiality agreements or use materials or compounds (not obtained commercially), where any other party to the agreement would place restrictions on the publication and/or obtain prior knowledge of, the research other than those relating, specifically to the material or compounds supplied.

11.4 The institution must apply, with full rigour, all the relevant arrangements, as may from time to time be mutually agreed between ME Solutions and the institution, for the protection of any patentable intellectual property rights arising from any research funded as a result of the application.

12. ETHICS

12.1 Where a project includes clinical trials or investigations involving human subjects a grant holder must act in accordance with the Medical Research Council's latest guidelines on investigations on human subjects and submit evidence of approval by the local Ethical Committee together with the application. Once awarded, grants will not be activated until we have documentation to show that local Ethical Committee approval has been granted.

13. PROGRESS REPORTS AND MEETING PRESENTATIONS

13.1 It is a condition of the grant that ME Solutions receives a final report within three months of the end of its support. Recipients of awards are also required to submit a brief annual report - they will be notified of the dates when these are required. Grant holder(s) should note that failure to submit a final report will cause ME Solutions to refuse to consider further grant requests.

13.2 Grant holders may be asked to write a short article for the ME Solutions Newsletter. It will be appreciated that, as the funds available are raised in the main by the efforts of the members and their friends, members like to be aware of how their money is being spent, and of advances which are being made as a result of their contributions.

14. PUBLICATION OF RESULTS

14.1 ME Solutions requires that its grant holders disseminate the results of the research which it funds in the usual manner, for example, by publication and presentation at meetings, subject to the requirements for appeals and other matters that might require publication to be delayed. Whilst ME Solutions requires a pre-print of publications, it cannot accept responsibility for the validity of the results nor for any statements made by the authors in the publication. Before publication, ME Solutions requires that work undergoes the host institution's normal procedures for ensuring the validity of the results and the suitability of the research for general publication.

15. ACKNOWLEDGEMENT OF SUPPORT

15.1 In any oral or written report of work carried out under ME Solutions grant the author must acknowledge the support of the ME Solutions and, where possible, display ME Solutions' logo. In order for ME Solutions funded work to be readily identified in computerised bibliometric searches, the standardised format ME Solutions (Charity Number 1113794) must be used. All references to ME Solutions funded work placed on websites, electronic bulletin boards and similar must state clearly that the work is funded by ME Solutions and, where practical, should include a link to ME Solutions' own website, www.mesolutions.org.uk.

16. PUBLICITY

16.1 ME Solutions reserves the right to use data or other material from projects which it funds as part of its appeals or publicity activities.

16.2 All disclosures of information regarding ME Solutions research to the media must be channelled through ME Solutions' Director of Operations.

16.3 Please send copies of all manuscripts at the point of acceptance for publication to the Director of Operations at ME Solutions headquarters, who will liaise with the management group. Please include a note about likely publication date and some indication of the significance of the work. If ME Solutions drafts a press release, it will discuss it with you and finally agree it with you. It will also liaise if necessary with your institution's press office. We will then embargo the release against publication of the paper.

16.4 The host institution is required to advise ME Solutions beforehand of any publicity releases which it proposes to make based on ME Solutions-funded research.

17. APPLICABILITY AND REVISION

17.1 Please note that grants awarded by ME Solutions are subject to the standard conditions of grant at the time that the grant is awarded. ME Solutions reserves the right to change the conditions of grant from time to time. If, for any reason, during the tenure of the grant an amendment is made to the Award, ME Solutions reserves the right to apply the then current conditions of grant at the time of the amendment.

UNDERTAKINGS (AWARD) FORM

Undertakings required when accepting an award

The principal investigator, Head(s) of Department and appropriate Administrative Authority are required to sign this form when accepting an award. The form should be returned to the Administrator at ME Solutions within four weeks if the offer is accepted.

Principal Investigator

I accept the award from ME Solutions and agree to abide by the standard terms and conditions and any supplementary terms and conditions agreed in the grant Award Letter.

Name..... Signature..... Date.....

Head(s) of Department

I confirm that I agree to this research being carried out in my Department and that the facilities defined in the application will be made available

Name..... Signature..... Date.....

Name..... Signature..... Date.....

Administrative Authority (e.g., Registrar, Vice-Chancellor’s Office, Secretary of Institute)

I accept this award on behalf of:

Institution.....

and confirm that on behalf of the host institution I have read and the Institution accepts the standard terms and conditions and any supplementary terms and conditions agreed in the grant Award Letter.

Name..... Signature..... Date.....

Signed on behalf of ME Solutions

Name..... Signature..... Date.....

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FINAL REPORT TO ME Solutions

(to be submitted no later than three months after the grant ends)

A brief summary report/or the lay reader, in not more than 500 words, describing the original objective(s) of the scheme, the activities undertaken, and the achievement of the scheme.

This summary report should be accompanied by a final statement of expenditure under the various budget heads, and a report of no more than 2,000 words, explaining the organisation, history, and essential details of the grant and its achievements.

IT SHOULD BE ORGANISED UNDER THE FOLLOWING HEADINGS:

(a) *The grant*: a brief 'history': start and completion dates, size of budget, names of people involved and visitors (with duration of visits for each participant), site(s) of research activity.

(b) *Objectives*: a brief statement.

(c) *Research activity*: sources and/or methods used, problems encountered, type of work involved.

(d) *Conclusions and achievements*: extent to which the exchanges were successful, original contribution of research to theoretical and/or practical knowledge, significance for general research in this field, personal evaluation of outcome, including unsuccessful as well as successful elements.

(e) *Publications and dissemination*: list actual and prospective publications and other means of disseminating results. Copies of published material, acknowledging ME Solutions support, should be sent to the charity. Unpublished reports should also be sent, together with an explanation of why private circulation was preferred. The Trustees recognise that publication may take a considerable time, but wish to receive in due course copies of all publications resulting from the work.

(f) *Future plans* for exchanges and research in the field.