

COVID-19 and Stroke Grant Conditions of Award



Research Department, the Stroke Association, Stroke Association House, 240 City Road, London EC1V 2PR

Tel: 0207 566 1543 Fax: 020 7490 2686 Email: research@stroke.org.uk

This document sets out the Conditions of Award relating to the COVID-19 and Stroke grants awarded by the Stroke Association.

It is advisable that this document is read prior to completion of an application to the Stroke Association for funding. This document should be read in conjunction with the Guidance for Applicants which is available separately.

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1.0 General Conditions

1.1 Definitions

'Application Form'	The Award application form as completed with all required information.
'Award Acceptance Form'	The form accompanying the Award Letter, and which, once signed by the relevant parties, constitutes acceptance of the Award and these Conditions of Award.
'Award' ; 'Grant'	The award specified in clause 1.6 to be applied toward the costs of the COVID-19 and Stroke Grant as described in the Application Form.
'Award Letter'	The letter from the Stroke Association to the Award Holder specifying the amount of an award and any special conditions in addition to these standard conditions.
'Award Reference'	The unique reference allocated by the Stroke Association and which must be quoted on all correspondence.
'Conditions of Award'	The Stroke Association conditions of award in force from time to time as varied or supplemented by any terms and conditions in the Award Letter.
'Data Protection Legislation'	The General Data Protection Regulation ((EU) 2016/679) ("GDPR") unless and until GDPR is no longer directly applicable in the UK, together with any data protection laws, regulations and secondary legislation as amended or updated from time to time in the UK, including the Data Protection Act 2018.
'Head of Department'	The Head of the Department where the research to which the Award relates will take place.
'Host Institution'	The institution where the research will take place.
'Intellectual Property'	Patents, rights to inventions, discoveries, copyright and related rights, trade marks, business names and domain names, novel clinical techniques, goodwill and the right to sue for passing off rights in designs, rights in computer software, database rights, algorithms, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other

	intellectual property rights, in each case whether registered or unregistered and which subsist or will subsist now or in the future in any part of the world.
'Lead Applicant' / Award Holder	The applicant identified on the Application Form to whom the award is made.
'ResearchFish'	An online research outcomes system for researchers and funding organisations.
'Research Sponsor'	The department or individual responsible for the governance and administration of the Award at the Host Institution and required to act as the Award sponsor in accordance with the NHS Research Governance Framework for Health and Social Care.
'Special Conditions'	Any special conditions applied to an Award as set out in the Award Letter.
'Stroke Association'	Registered Charity No. 211015. Registered office 240 City Road, London, EC1V 2PR. Registered in Scotland No. SCO37789. Registered in Northern Ireland (XT33805), Isle of Man (No 945) and Jersey (NPO 369).

1.2 Data Protection

1.2.1 By signing the application form for an Award, all signatories understand and accept that the Stroke Association will use the information provided on the Application Form for processing the application (including peer review by persons external to the Stroke Association), the making of the Award, and for the payment, administration and review of the Award. All personal data will be processed in accordance with the Data Protection Legislation. Details of funded Awards may be used for dissemination of information and made publicly available.

1.3 Applicability

1.3.1 Awards are subject to these Conditions of Award and any applicable Special Conditions. The Stroke Association reserves the right to amend the Conditions of Award or any Special Conditions at any time. Award holders will be informed of such changes at least 30 days prior to any amendment and issued with a revised copy of the Conditions of Award and or Special Conditions which will become effective on the date specified by the Stroke Association.

1.4 Grant of Award

1.4.1 Subject to these Conditions of Award and any Special Conditions, the Stroke Association grants the Award to the Lead Applicant for the purposes set out in the Application Form.

1.4.2 The Award is made to the Lead Applicant named in the Application Form.

1.4.3 The award must commence within six months of the date of the Award Letter.

1.4.4 The Award Holder must notify the Stroke Association of any interruptions in the research programme so that payments may be held in abeyance, (e.g. while a replacement is found for a staff member who has left, or where a researcher wishes to take a period of unpaid maternity/paternity leave). Awards may be held in abeyance for a period not exceeding twelve months from the date of notification. Awards may not be placed into abeyance where another member of staff continues to be funded through the Award.

1.5 Award

1.5.1 The maximum Award for a COVID-19 and Stroke Grant will be a maximum of £60,000 over a period of up to 12 months.

1.5.3 The Award will not be increased except under exceptional circumstances, and at the sole discretion of the Stroke Association.

1.5.4 Monies may not be transferred between budget headings without the prior written approval of the Stroke Association.

1.6 Acceptance of an Award

1.6.1 Before an Award can commence, the Award Acceptance Form bearing the signatures of: the Lead Applicant, Head of Department, Finance Department and Research Sponsor must be returned to the Stroke Association Research Department.

1.6.2 The Stroke Association shall be notified of any additional funding obtained from sources external to the Stroke Association during the tenure of the Award. Additional funding must be reported on Researchfish.

1.7 Use of an Award

1.7.1 Use of Award monies for any purpose other than that specified within the Award is not permitted without prior written approval from the Stroke Association.

1.7.2 The Stroke Association shall be permitted on reasonable notice to visit the Host Institution to inspect the Award activities and take copies of such documentation deemed necessary to conduct an audit of the Award.

1.8 Starting an Award

1.8.1 The Award should be taken up as soon as the approvals set out in clause 7 are in place and no later than six months from the date on the Award Letter.

1.8.2 The Award Acceptance Form must be submitted within 28 days of the date of the Award Letter to the Stroke Association Head of Research Awards.

1.8.3 Funds will not be made available for any purpose until the signed Award Acceptance Form is received by the Stroke Association Head of Research Awards. See also section 7.1 Ethical Approval.

1.9 Parties' Award responsibilities

Lead Applicant / Award Holder

1.9.1 The Lead Applicant agrees to:

- i** have overall responsibility for delivering the research programme as described in the Application Form;
- ii** ensure the research detailed in the Award application is completed within the agreed Award tenure and within the overall amount of the Award;
- iii** notify the Stroke Association of any interruptions in the research programme so that payments may be held in abeyance, (e.g. where an employee on the grant wishes to take a period of maternity/paternity leave).

1.9.2 Host Institution

The Host Institution agrees to:

- i** distribute the Award budget to cover the staff and research costs detailed in the award application
- ii** ensure the control of expenditure to be funded under the Award is governed by the Host Institution's established standards and procedures and is included in its formal audit arrangements;
- iii** ensure resources not provided by the Award (including, but not limited to, laboratory space, standard equipment, facilities and materials) are provided to fully support the activities described in the Award Letter for the duration of the Award;
- iv** cover all costs associated with recruitment of personnel by the Award Holder for the duration of this Award; and
- iv** ensure a viable mechanism for dealing with accusations of scientific fraud is in place. The mechanism should contain the following elements:
 - a.** a guidance document or code of practice on standards of professional behaviour;
 - b.** provisions for induction and training of staff;
 - c.** monitoring; regulations and procedures for handling allegations;
 - d.** fair procedures and appropriate protection for both the accused and the accuser.

The Stroke Association reserves the right to request details of the fraud procedures in place. If a case of scientific fraud is suspected in the course of the research the Stroke Association should be notified immediately and be kept informed of further developments. At the initial stages of the enquiry the Stroke Association may not normally suspend the grant. However, if adequate steps are not taken to proceed with the investigation the Stroke Association will suspend the grant. If fraud is proven the Stroke Association will terminate the grant immediately.

- v where applicable, pay maternity leave (or other statutory leave available to an individual for a period greater than one month in respect of the adoption or birth of children) based on the salary scale the grant employee was receiving immediately prior to taking such leave. Failure to comply with this clause will result in the termination of the Award by the Stroke Association.

1.10 Progress and Final Reports

- 1.10.1** Progress reports including all research outputs and outcomes are to be submitted annually online through ResearchFish or any other form as requested by the Stroke Association.
- 1.10.2** Upon acceptance of the Award, the Award Holder will be sent an email containing a registration address allowing the creation of an account to access their Award(s) online via ResearchFish.
- 1.10.3** The Award Holder may delegate access to Award(s) via ResearchFish to relevant third parties (e.g. Research Assistant).
- 1.10.4** Progress reports may be submitted at any point during the submission window as notified by ResearchFish and no later than the submission deadline. The continuation of funding is conditional on receipt of satisfactory progress reports. Failure to submit progress reports by the deadline will result in outstanding invoices of an Award being withheld until reports are received.
- 1.10.5** In addition to the progress reports submitted on ResearchFish the Award Holder shall, submit written progress reports in the form specified by the Stroke Association to the Research Department when requested by the Stroke Association. Payment of invoices for the Award will be withheld until any due or overdue reports are received.
- 1.10.6** A final report in the prescribed form must be submitted within three months of the date of termination of an Award and detail any outcomes, outputs, dissemination or follow-on funding of the research. A lay summary of the final report must also be submitted for publication on the Stroke Association website. Final invoices will not be paid until a satisfactory final report is received.

1.10.7 Retrospective reports must be submitted following termination of the Award. All Awards will be kept open on Researchfish for up to five years from the end date of the Award to collect outputs. Researchers should continue to add outputs as they arise onto Researchfish, and will continue to receive an annual request to complete this data for five years after their Award has terminated.

1.10.8 Failure to submit report(s) of a satisfactory standard and within a timely manner may cause the Stroke Association to terminate an existing Award and refuse to consider future funding applications from the Award Holder.

1.10.9 Continuation of funding is dependent on adequate progress, as reasonably determined by the Stroke Association and the requirements of the Host Institution.

1.10.10 Compliance with this condition 1.10 will be reviewed and taken into account when determining future funding applications from the Award Holder.

1.11 Extension of Award

1.11.1 Project grants are awarded for up to three years and should be completed in the period specified in the Award letter. An extension to the award period may be permitted under exceptional circumstances and at the sole discretion of the Stroke Association. Any requests for extension to the award period must be submitted, in writing, to the Head of Research Awards at the Stroke Association for consideration.

1.11.2 The Award Holder must notify the Stroke Association of any interruptions in the research programme so that payments may be held in abeyance, (e.g. while a replacement is found for a staff member who has left, or where a researcher wishes to take a period of maternity/paternity leave). Awards may be held in abeyance for a period not exceeding twelve months from the date of notification. Awards may not be placed into abeyance where another member of staff continues to be funded through the Award. A notification letter should be provided to the Stroke Association at least three months in advance of the commencement of any planned leave associated with the birth or adoption of children. A progress report will need to be submitted to the Stroke Association prior to the commencement of such leave.

1.12 Transfer of Award

1.12.1 An Award Holder wishing to transfer an Award to another Institution within the UK should obtain prior written approval from the Stroke Association. The Stroke Association will not normally object, providing the aims and objectives of the research are not adversely affected; that the new centre offers adequate facilities, and that the transfer has prior written approval from all concerned. It is expected that any equipment purchased under the Award will be transferred at the expense of the new Institution.

1.12.2 Funding of salaried personnel who do not wish to move to the new centre will cease automatically.

1.12.3 The Stroke Association will not reimburse any costs associated with transferring the Award.

1.13 Site Visits

1.13.1 Site Visits Site visits by the Stroke Association or their representatives may be made at any time following reasonable notice.

1.14 Suspension or termination of an Award

1.14.1 The Stroke Association reserves the right to terminate the Award:

- i. at any time and for any reason. So far as is reasonably practical, the Stroke Association shall endeavour to give 30 days' notice, but shall be entitled to terminate without notice;
- ii on written notice where the commitments and guarantees provided in the application from the Host Institution are not honoured;
- iii on written notice if sufficient progress and achievements of the research project are not evident,
- iv on written notice where breaches occur of any of the Conditions of Award or Special Conditions which if capable of remedy are not remedied within 14 days of written notice to do so;
- v on written notice if any party to these Conditions of Award by act or omission does anything which in the opinion of the Stroke Association adversely affects the name or reputation of the Stroke Association and brings it into disrepute.

1.14.2 The Stroke Association will under no circumstances be liable for or indemnify a Host Institution, or the Award Holder for any costs, expenses, liability or claims arising from termination or suspension of an Award. To include (but not limited to) employment related liabilities or liabilities arising from breach of commitments that might result from termination of an Award.

2.0 Finance and Administration of Personnel funded by the Stroke Association

2.1 Funded Personnel

2.1.1 The salaries (whole or in part) of Award Holders and Senior Academic Supervisors/Staff will not be covered by Project Grant Awards. This may be waived only in exceptional circumstances.

2.1.2 The Institution undertakes to pay the remuneration of all Award Holders and co-applicants employed by the Institution, where these are not claimed in an application, for the duration of the Award.

- 2.1.3** In all cases where financial support is provided for the employment of staff, the Stroke Association does not act as an employer, and therefore the Host Institution undertakes to be responsible and liable for compliance with all relevant laws and regulations. Employers' contributions in respect of National Insurance and Superannuation will be reimbursed. The responsibility for these payments lies entirely with the Host Institution.
- 2.1.4** The tenure of staff appointed to work on projects supported by the Stroke Association must be confined strictly to the period of the Award. The Stroke Association accepts no liability for contracts extending beyond the defined period of the Award or for their termination before or at the end of the contract period.
- 2.1.5** Award funds may not be used to finance paid maternity leave or paternity leave. In the event Award funds are used for such purpose the Stroke Association will be reimbursed the full cost at the end of the Award. Award funds may be used to cover the costs of replacement staff during the period of maternity or paternity leave. The Award Holder must obtain written consent from the Stroke Association Research Department prior to recruiting replacement staff.
- 2.1.6** Award funds may not be used to pay redundancy costs.
- 2.1.7** The Stroke Association will not accept responsibility for the salary of any personnel employed under the award for any period after the end of the Award period, and prior to a new Award commencing as a consequence of the application procedure.
- 2.1.8** The Stroke Association expects an individual's annual leave entitlement to be taken within the period of the Award.

3.0 Reclaiming Award Expenditure

3.1 Award Invoicing

- 3.1.1** Claims will be reimbursed quarterly in arrears against details itemising expenditure from the Host Institution's finance office. Essential details of the Stroke Association Award reference, period of the claim, and names of relevant staff must be included on each invoice claim.
- 3.1.2** Equipment and research consumables should be shown separately. Equipment claims must be accompanied by a copy of the original supplier invoice.
- 3.1.3** A final claim must be submitted within six months of the termination of the Award. No reimbursement against claims received outside this period will be considered. Unspent funds will be written back by the Stroke Association and reallocated to new Awards following peer review.

3.2 Travel Expenses

- 3.2.1** Travel expenses which are integral to the project (for example, when patients have to be visited in their homes) will be reimbursed.

4.0 Equipment

4.1 Application for Project Equipment

- 4.1.1** Applications will only be considered for special equipment and materials specifically required for work to be undertaken as described within the approved Award Application Form. Standard equipment, facilities and materials must be made available by the Host Institution.

4.2 Equipment Procurement

- 4.2.1** Orders for approved equipment purchases authorised within an Award may be placed by the Host Institution in accordance with the normal procurement procedures of the Institution. In order to reduce costs to the Stroke Association, it is the duty of the Award Holder to obtain maximum possible purchase discounts prior to the purchase of any equipment.
- 4.2.2** Where approved equipment is procured from outside the United Kingdom, the Host Institution is required to make its own arrangements for remission of import duty.
- 4.2.3** The Host Institution must take responsibility for installation, maintenance, repairs and insurance cost of the equipment throughout the useful life of the equipment at its own expense. In certain circumstances the equipment may be subject to further conditions specified in the Award Letter.

4.3 Equipment Transfer

- 4.3.1** If the Stroke Association approves the transfer of the Award to another Institution, equipment which was purchased under the Award may also be transferred providing the conditions in 1.12 are met.

4.4 Equipment Disposal

- 4.4.1** If the research activity for which the equipment was purchased ends prematurely, or if the equipment is no longer required for the purpose it was given, the prior written approval of the Stroke Association must be gained before either disposal of the equipment or its use for any other purpose.

5.0 Full Economic Costs (FEC)

5.1 Definition of Costs

The Stroke Association takes the position that it is not the responsibility of charitable funders to pay the indirect costs of research undertaken in Universities and Research Institutions in the UK.

- 5.1.2 Under FEC the full economic cost of a research project is calculated. These costs include Direct and Indirect costs.

Directly Incurred Costs. Defined as costs arising as a direct result of a research project. These costs include new Research Assistant salaries, NI contributions, pension costs and London weighting (where applicable). They also include travel and subsistence costs, consumables and equipment directly related to the project. The costs of additional MRI scans or treatment over and above that which a patient would normally receive will be considered.

Directly Allocated Costs. Defined as shared costs which do not represent actual costs on a project-by-project basis. They include such costs as Principal Investigator and Co-Investigator time, technician and clerical staff time, and charges for the use of existing equipment or facilities which are paid for and maintained by the Host Institution – e.g. an electron microscopy suite, digital imaging facility, central genetic analysis suite etc.

Estate Costs. Defined as costs covering the facility-related costs of a research project in terms of laboratory and office space. They are calculated in many different ways, usually based on the calculation of Full Time equivalents (FTEs) working on a project (excluding technicians, clerical support and studentships) multiplied by the relevant faculty estates rate.

Indirect Costs. Defined as costs that are necessary for underpinning research, but that cannot be allocated to individual projects. They provide a contribution towards the cost of all other central overheads such as HR, infrastructure costs, maintenance, central services and IT. They are normally calculated on the number of FTEs working on the project as above. The Stroke Association also considers the Apprenticeship Levy as an indirect cost of research.

- 5.1.3 The Stroke Association will award funds for the payment of Directly Incurred Costs following scrutiny and approval.
- 5.1.4 Directly Allocated Costs relating specifically to the use of equipment necessary to the project will be considered.
- 5.1.5 No other Directly Allocated, Estates or Indirect costs will be allowed.
- 5.1.6 The Stroke Association agrees with the statement regarding full economic costing published by and available from, the Association of Medical Research Charities (www.amrc.org.uk).

6.0 NHS Support Costs/ NHS Treatment Costs

6.1 Definition

- 6.1 From 1 October 2012, attribution of research costs in the NHS has changed with the introduction of the AcoRD guidelines.

Clinical research in the NHS incurs research, support and treatment costs, which are defined under the 1997 Health Service Guidelines (HSG (97)32):

- **Research costs** – costs of the research itself, which will end when the research ends. These are paid for by research funders. For example – tests to show the effect of the drug/device that are not part of the patient’s care.
- **Treatment costs** – patient care costs, which would continue to be incurred if the service were continued after the research project ends. For example – supplying and administering the drug/device.
- **Support costs** – patient care costs which would end once the research had stopped, even if the service continued to be provided. For example – tests to ensure the patient is safe while taking the drug/device, or which are used by clinicians treating the patient.

6.2 AcoRD Annexe A, Part A

- 6.2.1** The Stroke Association will pay research costs that fall within AcoRD Annexe A, Part A only.

6.3 AcoRD Annexe A, Part B

- 6.3.1** The Stroke Association, as an AMRC Member Charity will not consider funding costs specified within AcoRD Annexe A, part B.

6.4 Funding NHS Service and NHS Treatment Costs

- 6.4.1** The Stroke Association will not consider requests for funding NHS Treatment or NHS Support Costs. The NIHR CRN/SSRN/ Health and Care Research Wales Topic Specific or Comprehensive Research Networks/ HSC R&D Research Network can advise on resourcing for such costs.

6.5 Further Information

<https://www.gov.uk/government/publications/guidance-on-attributing-the-costs-of-health-and-social-care-research>

7.0 Necessary Approvals

7.1 Ethical Approval

- 7.1.1** An Award may not commence until all necessary Ethical Committee approvals have been obtained. A copy of all such approval(s) must be received by the Stroke Association Assistant Director of Research before any funds will be released.

7.2 NHS Research Governance Framework for Health and Social Care

- 7.2.1** It is a requirement that all research carried out involving humans or human tissue must have a sponsor which accepts the sponsor responsibilities as

defined by the above framework. The Stroke Association is not able to sponsor the work it funds. The appropriate NHS Trust or Host Institution must accept responsibility as sponsor of the research.

7.3 Research Involving Animals

7.3.1 An Award may not commence until approvals have been obtained for research involving animals from the Home Office, Animal Welfare or Ethical Review Body.

7.3.2 All experimental programmes supported by Stroke Association must only use animals where there are no alternatives.

Experiments using animals funded by Stroke Association must:

- use the simplest possible, or least sentient, species of animal
- ensure that distress and suffering are avoided wherever possible
- employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met.

7.3.3 All grant holders using animals must implement the principles in the cross-funder guidance Responsibility in the Use of Animals in Bioscience Research (www.nc3rs.org.uk/responsibility).

7.3.4 Grant holders using non-human primates must comply with the NC3Rs guidelines Primate Accommodation, Care and Use (www.nc3rs.org.uk/primatesguidelines).

7.3.5 Grant holders should make use of the ARRIVE guidelines (www.nc3rs.org.uk/ARRIVE) when designing their experiments, and ensure that they report animal-based studies in accordance with the ARRIVE guidelines as far as possible, taking into account the specific editorial policies of the journal concerned.

NOTE: Please refer to the NC3Rs website for further information and guidance: www.nc3rs.org.uk

8.0 Acknowledgement, Publication, Engagement and Dissemination of Research Outcomes

8.1 Open Access Publishing

8.1.1 The Stroke Association seeks to ensure that the outputs of the research it funds are freely available to its staff and supporters.

8.1.2 All peer-reviewed research papers arising from the Award should be 'Open Access'. All researchers should deposit published research papers in the UK PubMed Central database within 12 months of publication.

- 8.1.3** Award holders must notify the Stroke Association when and where the paper has been deposited.
- 8.1.4** Award funds may only be used to pay for publication costs where specified in the original Application.
- 8.1.5** Manuscripts lodged in open access depositories such as UK PubMed Central should be linked to the relevant Award using ResearchFish. Where this is not possible, the Stroke Association must be informed of the online locations of manuscripts lodged in open access depositories.
- 8.1.6** Award holders can publish a wide range of outputs (from standard research articles to data sets, from new insights to confirmatory or negative results) through AMRC Open Research. The Charity expects that Award holders will publish either via a traditional publication or through AMRC Open Research.

8.2 Dissemination of Research Outcomes

- 8.2.1** The Award Holder must use reasonable endeavours to publish research findings in high impact journals where possible or journals relevant to the field/audience, preferably open access.
- 8.2.2** The findings from the research funded by the Award shall be made freely available to the broader scientific community as soon as possible. The publication and release of such findings may be reasonably delayed to enable protection of any intellectual property as described in 9.0 below.
- 8.2.3** Award Holders must notify the Stroke Association Research Department (email: research@stroke.org.uk) immediately when results arising from the Award are accepted for publication or presentation.
- 8.2.4** Award Holders must ensure that the Stroke Association is acknowledged in all publications, either as a footnote or within the text. Scientific posters, and wherever possible, written material must prominently display the current logo of the Stroke Association.
- 8.2.5** The Award Holder must notify the Stroke Association at least 10 working days in advance of any publicity arising from the Award, including any publication, conference presentation or other media and PR opportunities related to the Award.
- 8.2.6** Copies of abstracts, scientific papers, posters, or other materials containing results from Stroke Association funded research intended for presentation or publication must be submitted to the Research Department before publication / presentation.

- 8.2.7** The Stroke Association must be informed of the online locations of manuscripts lodged in open access depositories.
- 8.2.8** The Award Holder must regularly engage with the Stroke Association, our supporters and stakeholders and other researchers at events and meetings.
- 8.2.9** Regular engagement with the Stroke Association, including writing of articles/blogs and participation in interviews in lay terms for Stroke Association supporters and media activities are a condition of the Award. The Award Holder must demonstrate commitment to meet all such media and interview requests within reason.
- 8.2.10** The Award Holder will assist the Stroke Association on request in publicising the Award and its subsequent results. The Stroke Association reserves the right to use data or other material from research as part of its fundraising or publicity activities. In recognition of the fact that the source of funding offered by the Stroke Association is public donations and legacies, Award holders will not unreasonably refuse a request from the Stroke Association to attend and/or speak at events or meetings from time to time in order to promote the Stroke Association and its charitable aims.
- 8.2.11** It is expected that when invited, Award Holders will assist with the peer review of future applications received by the Stroke Association.
- 8.2.12** Compliance with this clause 8 will be reviewed and taken into account when determining future funding applications from Award Holders. Award Holders may be barred from future funding if compliance with this clause 8 has been unsatisfactory.

8.3 Data sharing

- 8.3.1** The Stroke Association is committed to ensuring that the outputs of the research we fund, including research data, are managed and used in ways that maximise benefit to people affected by stroke. Making research data widely available to the research community in a timely and responsible manner ensures that these data can be verified, built upon and used to advance knowledge and its application to generate improvements in health.
- 8.3.2** Award holders must consider how they will manage and share the data they will generate. Award holders and the Host Institution should maximise the availability of research data derived from the Award with as few restrictions as possible.

9.0 Intellectual Property and Commercial Exploitation

- 9.1** The Host Institution will notify the Stroke Association promptly (in any event no later than 30 days) in writing when Award Intellectual Property arises, and ensure that the Award Intellectual Property is not disclosed prior to Intellectual Property protection being sought.
- 9.2** The Host Institution must (if not already) develop and implement strategies and procedures for the identification, protection, management and exploitation of Award Intellectual Property. The Host Institution will own entirely any Intellectual Property generated using the Award.
- 9.3** No Award Intellectual Property may be exploited or disposed of in any way (by license, assignment, option or otherwise) without the prior written approval of the Stroke Association, such consent not to be reasonably withheld. The Host Institution will provide Stroke Association with details concerning the Host Institution plans for the exploitation of the Award Intellectual Property. As a condition of such consent, the Stroke Association will require the Host Institution to agree to a revenue sharing agreement, such agreement consistent with the provisions of this Clause 9 and the Stroke Association Revenue Sharing Policy (see Schedule 1), the provisions of which are hereby incorporated.
- 9.4** The Host Institution will provide Stroke Association with details of any agreements the Host Institution enters into in relation to the Award Intellectual Property. The Host Institution will provide Stroke Association with details of any Intellectual Property (including patent numbers, dates etc.) in relation to the Award Intellectual Property.
- 9.5** The Host Institution will ensure that separate and accurate reports are maintained of the commercial exploitation of Stroke Association funded IP and access for Stroke Association or its appointed representative to inspect and audit such records and take copies at the expense of the Stroke Association.
- 9.6** The Host Institution hereby grants to the Stroke Association a perpetual, sub-licensable (through one tier only), irrevocable, world-wide, non-exclusive royalty-free license to the Award Intellectual Property, for the purposes of academic/not-for-profit research (including in collaborations), teaching, and publicity purposes. The Host Institution and the Stroke Association will, if legally necessary or administratively convenient, execute such formal instruments as may be necessary to give full effect to this Clause 9.6. The Stroke Association will notify the Host Institution in the event that it sub-licenses the Award Intellectual Property. Further, in the event that the Stroke Association intends to exercise its right to sub-licence the Award Intellectual Property, it will notify the Host Institution in advance of doing so, in good time for the Host Institution to make representations regarding the proposed sub-licence, and the Stroke Association will consider those representations in good faith before finalising the terms of any sub-licence granted.

- 9.7** For the avoidance of doubt, if Host Institution requires permission or rights to exploit the Award Intellectual Property from any third party, this is the sole responsibility of the Host Institution, and not the Stroke Association. In addition, if the Host Institution wishes to bundle other Intellectual Property rights together with the Award Intellectual Property for the purposes of exploitation, the Host Institution will secure any licences or permissions needed to use such IP. Where the Award Intellectual Property includes third party IP, the Host Institution will indemnify the Stroke Association in respect of any infringement of third party rights.
- 9.8** If the Host Institution fails to exploit the Award Intellectual Property which the Stroke Association reasonably considers should/can be exploited, then the Stroke Association will have the right but not the duty to seek to exploit the Award Intellectual Property. The Host Institution will provide all assistance reasonably requested by the Stroke Association. Such assistance will include licensing, assigning or otherwise transferring all rights in the Award Intellectual Property to the Stroke Association, provided always that the Stroke Association agree a revenue sharing arrangement with the Host Institution.
- 9.9** The Host Institution understands the Stroke Association may appoint a third party intellectual property or technology transfer agent. The Stroke Association may disclose information relating to the Award and the Award Intellectual Property to such third party provided always that such third party is bound by confidentiality. The Host Institution will co-operate fully with such agent, as the Host Institution would cooperate with the Stroke Association.
- 9.10** In the event that biological materials (such as genetically modified organisms, plasmids, virus particles, or cell lines) or software or designs (or other copyright protected matter) are generated using the Award, such materials or software will be made available to non-commercial third parties for academic or not-profit research. The Host Institution is encouraged to make use of public/not for profit repositories for the purposes of such dissemination, under an appropriate agreement with said repository. For clarity, Host Institution is also encouraged to make such materials, designs and software available to commercial third parties for appropriate consideration. For clarity, such consideration is also subject to the Stroke Association Revenue Sharing Policy (available in Annexe One).
- 9.11** This clause 9 will continue to apply after completion and termination of the Award.

10.0 Adoption of studies by NIHR CRN (or equivalent)

- 10.1 Adoption of studies by NIHR CRN (National Institute of Health Research Clinical Research Networks; HSC R&D Research Network in Northern Ireland, SSRN in Scotland or Health and Care Research Networks in Wales)**

The National Institute for Health Research Clinical Research Network (NIHR-CRN) provides support for studies that are included in the NIHR Clinical Research Network (NIHR-CRN) Portfolio. The Stroke Association is a National Institute for Health Research non-commercial Partner and funds research through open national competition with a full peer review process. All funded projects with an element of clinical research are therefore likely to meet the eligibility criteria for automatic inclusion in the NIHR-CRN Portfolio (which can be found at: <http://www.crn.nihr.ac.uk>) and will consequently have support from the Clinical Research Network Specialties (namely the Stroke Specialty) in the form of NHS service support costs, for example access to dedicated skilled research support staff including research nurses and other allied health professionals, support to ensure your study can be successfully undertaken in the NHS, and access to experienced Research Management and Governance staff. Automatic adoption does not imply that the CRN will offer unlimited support, nor that CRN will agree that target enrolment is realistic. Instead, the CRN Portfolio Management Committee will review your application for adoption to determine the type of support and target enrolment numbers that would be realistic for the CRN. You are strongly recommended to have your application reviewed by the relevant Clinical Studies Group of the CRN before it is submitted, and that you take into account CRN views on feasibility and accrual targets when planning your research.

It is a condition of Award that Award Holders of relevant awards funded by the Stroke Association apply to have their study adopted and included in the relevant section of one of the NIHR-CRN, HSC R&D, SSRN or Health and Care Research Wales study Portfolios. By accepting the Conditions of Award, applicants also agree to provide information on their study to the relevant Portfolio, and if support will be received, to comply with the relevant Portfolio requirements for reporting study recruitment. Applicants also agree that the Stroke Association may receive copies of reports and correspondence concerning feasibility and recruitment to your study.

Annexe One: Stroke Association Revenue Sharing Policy

1. Definitions

- 1.1 The following words and phrases will have the following meanings unless the context requires otherwise:

“Award” means the award made by the Stroke Association to the Host Institution for the Principal Investigator/Lecturer/Fellow to undertake research.

“Business Day” will mean a day other than a day which is a Saturday, Sunday or public or bank holiday in England.

“Combination Package” will mean a package containing the Intellectual Property bundled together with any other intellectual property which the Host Institution owns or is the beneficial owner (or otherwise has access to).

“Combination Package Gross Revenue” will mean all consideration received by the Host Institution from the commercial exploitation of the Intellectual Property in a Combination Package including licence fees, option fees, up-front fees, royalties, minimum royalties or milestone payments, sub-licence initiation fees, or any other

fixed sum payments received by the Host Institution from the licensing or other disposition of the Intellectual Property in a Combination Package.

“Combination Package Net Revenue” will mean Combination Package Gross Revenue multiplied by the WR, less Direct Costs and any taxes including, but not limited to, value added tax, sales, excise and withholding tax, imposed on the Host Institution in connection with Gross Revenue which the Host Institution is unable to offset or recover.

“Direct Costs” will mean all external expenses incurred and paid by the Host 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 and other advisory and consultancy fees. To avoid doubt, Direct Costs will not include the Host Institution’s internal costs relating to these activities, regardless of the legal constitution of the Host Institution’s technology transfer office. For the avoidance of doubt, Organisation may not make deductions for salary or taxes in respect of the Organisation or the inventors or generators on the Intellectual Property.

“Gross Revenue” will mean all consideration received by Organisation from the commercial exploitation of the Intellectual Property pursuant to this Policy, including licence fees, option fees, up-front fees, royalties, minimum royalties or milestone payments, sub-licence initiation fees or any other fixed sum payments received by the Host Institution from the licensing or other disposition of the Intellectual Property in forms including but not limited to monies, shares or options.

“Intellectual Property” or **“IP”** will mean Materials, Patent Rights, Know-How, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.

“Know-How” will mean unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.

“Materials” will mean the biological or biochemical matter generated in the course of the research project (whether living or not), for example (without limiting the foregoing), viruses, cell lines, plasmids, new varieties or genetically modified organisms, such as mice or bacteria.

“Net Revenue” will mean Gross Revenue less Direct Costs and any taxes including but not limited to value added tax, sales, excise and withholding tax, imposed on the Host Institution in connection with Gross Revenue which the Host Institution is unable to offset or recover.

“Organisation” will mean the Host Institution together with the TTO.

“Patent Rights” will mean the patent applications and any and all patent application(s) and patents deriving or claiming priority from any thereof or otherwise relating to the aforementioned patent application including all divisionals, continuations, reissues, extensions, registrations and supplementary protection certificates in relation to any thereof.

“TTO” will mean technology transfer office (or equivalent body).

“Weighting Ratio” or **“WR”** will mean the reasonable inventive relative weighting given by the Host Institution in good faith to each technology/intellectual property included in the Combination Package as a contribution to the whole.

2. Intellectual Property ownership

- 2.1 The Host Institution is responsible for ensuring that the Host Institution inventors or generators or authors of the Intellectual Property, who they control, assign their rights in the Intellectual Property to the Host Institution, in order to enable the Host Institution to exploit properly the Intellectual Property.
- 2.2 Subject to Clause 4.9, the Host Institution is responsible for ensuring that the Host Institution has all the necessary rights to comply with this Agreement and subject to third party rights, and is able to distribute the Materials (if any) for commercial and non-commercial purposes
- 2.3 The Host Institution hereby grants to the Stroke Association a non-exclusive, sub-licensable (through one tier only) license to use the Intellectual Property solely in academic or not-for-profit research.
- 2.4 For clarity, the Host Institution may transfer or assign or license the Intellectual Property to a technology transfer company for the purpose of distributing or commercialising this Intellectual Property. However, such transfer of rights must not be to the detriment of the Stroke Association's rights or the terms and conditions of the Award.

3. Intellectual Property and expenses

- 3.1 The Parties agree that the Host Institution will have sole responsibility and authority to manage and execute the duties required for the filing, prosecution and maintenance of the Intellectual Property, including the Patent Rights. The Host Institution will keep or will procure that their agents keep all notices, applications and correspondence filed in connection with the Intellectual Property, and will provide copies of such documents to the Stroke Association or their agent on reasonable request.
- 3.2 Direct Costs will be paid by the Host Institution and will then be deducted from Gross Revenue and/or Combination Package Gross Revenue.
- 3.3 If, at any time, the Host Institution decides to abandon in any territory any or all patent applications or patents included in the Patent Rights ("Patent Rights for Abandonment"), the Host Institution will notify the Stroke Association of its intention at least sixty (60) days prior to the date any Patent Office action concerning the Patent Rights for Abandonment is due and will offer to assign the Patent Rights for Abandonment to the Stroke Association. If the Stroke Association wishes to receive assignment of the Patent Rights for Abandonment, the Stroke Association will be responsible for all further costs arising from the Patent Rights for Abandonment and the Parties will negotiate a separate assignment and revenue sharing agreement that specifies the rights each Party will have in relation to the Patent Rights for Abandonment and any related data or information.
- 3.4 In the event the Intellectual Property rights are infringed by a third party, the Host Institution will have the right to defend the Intellectual Property rights and will do so at its own cost but will not be obliged to do so. If however, the Host Institution does not wish to defend the Intellectual Property rights, the Stroke Association will have the right (but not the obligation), and at the Stroke Association's own cost to defend the Intellectual Property rights. The Host Institution will give the Stroke Association all assistance, and carry out all such acts as reasonably necessary to allow the Stroke Association to defend the Intellectual Property rights.

4. Exploitation

- 4.1 Subject to Clause 2.4, prior to granting any rights over the Intellectual Property to any third party, the Host Institution will provide to the Stroke Association or its agent on a confidential basis in such reasonable detail as may be requested details of the proposals for the exploitation of the Intellectual Property including where applicable

the identity of any proposed licensee or assignee of the Intellectual Property and the intended terms under which such rights will be granted.

- 4.2 The Host Institution will take into account in its negotiations with any such third party any representations made by the Stroke Association or its agent bearing in mind the legitimate interest of the Stroke Association in such negotiations as a potential recipient of a share of Net Revenue or of Combination Package Net Revenue.
- 4.3 Subject to the obligations in Clauses 4.1, 4.2 and 4.5, the Host Institution will have the sole responsibility to exploit the Intellectual Property commercially in any manner it decides including, but not limited to, licensing, selling and assigning in exchange for consideration. The decision whether or not to conclude any agreement in relation to such commercial exploitation will be matters for the sole discretion of the Host Institution.
- 4.4 The Host Institution will provide the Stroke Association or its agent on a confidential basis with copies of all agreements related to the Intellectual Property. For clarity, and without limiting the foregoing, this will include administration agreements, assignments, licenses, and sublicenses granted under the Intellectual Property.
- 4.5 If the Host Institution elects not to exploit the Intellectual Property commercially it will notify the Stroke Association (within a reasonable period of time) and the Stroke Association will inform the Host Institution of whether it, or a third party acting as the Stroke Association's agent, wishes to be granted the right of exploitation, and if so, the Parties will meet to agree upon the best way to proceed, and in accordance with the terms and conditions of the Award.
- 4.6 Subject to third party rights, the Host Institution agrees to make freely available the Materials and associated Know-How for academic or not-for-profit research, to the maximum extent possible. To that end, the Host Institution may deposit the Materials in an appropriate repository, for subsequent onward distribution.
- 4.7 The Host Institution agrees to use the Intellectual Property in a lawful manner according to applicable law and any associated guidelines and guidance. In relation to Materials, the Host Institution agrees to act (and will require that any assignee or licensee acts) with the utmost care in terms of human and animal health, wellbeing and ethics.
- 4.8 Where the Intellectual Property is to be licensed or assigned as part of a Combination package, the Host Institution will determine an appropriate and reasonable WR, in accordance with the custom and practice of reasonable technology transfer offices. The Host Institution will consult with the Stroke Association or its agent in making a determination of an appropriate WR.
- 4.9 The Parties recognise that in the case of jointly generated Intellectual Property (i.e. the Host Institution and a third party organisation) owns the Intellectual Property (at the point of generation); the Host Institution may not be the party exploiting the Intellectual Property. In such a situation, the Host Institution may assign or license its rights in the Intellectual Property to the joint owning organisation (in exchange for an appropriate and equitable revenue share). The Host Institution will notify the Stroke Association of such circumstances. Moreover, the provisions on revenue sharing in Clause 5 will apply only to the consideration actually received by the Host Institution. Moreover, the Host Institution will ensure that any agreement with a joint owning third party in respect of the Intellectual Property does not prejudice the rights of the Stroke Association in any way.

5. Revenue sharing

- 5.1 The Parties will share all Net Revenue received from the exploitation of the Intellectual Property, in the proportion of fifty percent (50%) to the Host Institution and fifty percent (50%) to the Stroke Association.

- 5.2 In the event that the Intellectual Property is exploited through a Combination Package, the Parties agree to share all Combination Package Net Revenue in the proportion of fifty percent (50%) to the Host Institution and fifty percent (50%) to the Stroke Association.
- 5.3 The Host Institution will be solely responsible for distributing its share of the Net Revenue or Combination Package Net Revenue to researchers who contributed to the Intellectual Property in accordance with any policy of the Host Institution, subject to the terms of this Contract.

6. Records and payments

- 6.1 The Host Institution will keep complete and accurate accounts of all Direct Costs plus Gross Revenue and/or Combination Package Gross Revenue. The Host Institution will make these accounts available on reasonable notice for inspection and verification during business hours by an independent professionally qualified accountant nominated by the Stroke Association and reasonably acceptable to the Host Institution. The Stroke Association will be responsible for the accountant's charges unless the accountant finds an underpayment of at least five percent (5%) between sums due and sums paid to the Stroke Association since the last most recent inspection.
- 6.2 The Host Institution, within thirty (30) days after 31 March each year, will provide the Stroke Association with a statement setting out Gross Revenue or Combination Package Gross Revenue received and Direct Costs incurred during the previous twelve (12) month period, together with the value of the Net Revenue or Combination Package Net Revenue arising therefrom. If no revenue will be due to the Stroke Association, the Host Institution will so report. On receipt of such statement from the Host Institution the Stroke Association will issue the Host Institution with an invoice for any payment due to the Stroke Association, which will be paid by the Host Institution in accordance with the instructions set out in the Stroke Association's invoice.
- 6.3 In the event that the Host Institution is obliged by law to deduct tax from any payment to the Stroke Association under this Policy, it will provide the Stroke Association with documentary evidence of such deduction and will assist the Stroke Association to seek relief under a double taxation agreement or other applicable agreements.

7. Confidentiality

- 7.1 The Stroke Association will use all reasonable endeavours to keep confidential all information relevant to the Intellectual Property and all information provided under Clause 4 which is in the Stroke Association's possession, and which is not disclosed by the Host Institution.
- 7.2 The Stroke Association may disclose the information referred to in Clause 7.1 to a third party which is acting as its agent provided that such third party is bound by obligations of confidentiality no less protective of the Host Institution's rights than this Policy.
- 7.3 Each Party agrees not to use the names or marks of the other Party without the prior written consent of the other Party.

8. Indemnification

The Host Institution will indemnify and hold harmless the Stroke Association and its employees and agents against all liability, loss, damage, cost or expense which may result directly from the use or commercialisation of the Intellectual Property.