

Conditions of Award



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This document sets out the Conditions of Award relating to a research award made by the Stroke Association UK.

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 relevant guidance for applicants document (depending on which award is being applied for) which is available separately.

Award Details

Lead applicant	[INSERT]
Award reference number	[INSERT]
Host Institution name	[INSERT]
Plain English summary of Research	[INSERT]
Type of award	SELECT ONE: [Lectureship/Postdoctoral Fellowship/Postgraduate Fellowship/ /Project Grant]
Value of award	[INSERT]
Start date and end date	[INSERT]
Application form	[EMBED DOCUMENT]
Special conditions	[INSERT ANY SPECIAL CONDITIONS OR CONDITIONS SPECIFIC TO TYPE OF AWARD HERE]
Payment Schedule	[INSERT]

GRANT TERMS

1. General Conditions

1.1 Definitions

Term	Definition
'AcoRD Guidelines'	The 'Attributing the costs of health and social care research' guidelines issued by the Department of Health & Social Care as accessed here and as may be updated from time to time.
'AMRC'	The Association of Medical Research Charities.
'Annual Reconciliation Period'	The 12-month period ending 31 March throughout the duration of the Award.
'Applicable Laws'	All applicable laws, statutes, regulations, regulatory guidance and codes from time to time.
'Application Form'	The Award application form as completed with all required information and as embedded in the Award Details.
'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'	The award specified in clause 1.6 to be applied as described in the Application Form.
'Award Details'	The bespoke details relating to the Award.
'Award Letter'	The letter from the Stroke Association to the Lead Applicant specifying the amount of an Award, and the duration and start date.. This will enclose the Award Acceptance Form and a link to these Conditions of Award.
'Award Reference'	The unique reference allocated by the Stroke Association and which must be quoted on all correspondence.
'Award 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.
'Collaborator'	A person or organisation who works with the Host Institution on the Research.
'Conditions of Award'	These Stroke Association conditions of award in force from time to time, comprising the Award Details and Grant Terms.
'Data Protection Legislation'	All applicable laws relating to the processing and use of personal data and the privacy of electronic communications, including but not limited to the Data Protection 2018 and any successor UK legislation, retained EU law version of the General Data Protection Regulation (EU 2016/679) and Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority.

'Direct Costs'	Direct Costs are comprised of directly incurred costs and directly allocated costs. Directly incurred costs arise specifically because of the Research. Directly allocated costs are not Research-specific but are allocated to the Research based on estimated usage.
'Estate Costs'	Costs covering the facility-related costs of Research in terms of laboratory and office space.
'Final Reconciliation Period'	The period of time which is up to 12 months after the Award end date.
'Head of Department'	The Head of the Department at the Host Institution where the Lead Applicant's Research to which the Award relates will take place and who nominated the Lead Applicant for the Award as set out in the Application Form.
'Host Institution'	The institution employing the Lead Applicant and where the research will take place.
'Indirect Costs'	Indirect costs cover central and distributed services that are not directly attributable to the Research. They provide a contribution towards the cost of all other central overheads such as HR, infrastructure costs, maintenance, central services and IT.
'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'	The individual to whom the Award is made to for the purpose of carrying out the Research as set out in the Award Details.
'Letters of Support'	The letters submitted with the Application Form from the Lead Applicant's employer(s); Host Institution and any NHS/Clinical employer (if applicable) where relevant outlining the commitments and assurances in place to support the Lead Applicant during the Award.
'Payment Schedule'	The payment details as set out in the Award Details.
'Research'	The research project which the Award is being used to fund which is as described in the Award Details.
'Researchfish'	An online research outcomes system for researchers and funding organisations or any alternative system that the Stroke Association may notify the Lead Applicant to use from time to time.
'Special Conditions'	Any special conditions applied to an Award as set out in the Award Details.
'Statement of Expenditure'	The statement of expenditure detailing the actual expenditure incurred (on a fully accrued basis) in the Annual Reconciliation Period/Final Reconciliation Period (as applicable) and as further detailed at clause 4.
'The Stroke Association'	Registered Stroke Association 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 Applicability

- 1.2.1 These Conditions of Award are made between the Stroke Association, the Lead Applicant, and the Host Institution (as named in the Award Details), which are each a party to these Conditions of Award.
- 1.2.2 Awards are subject to these Conditions of Award, including the Award Details and Grant Terms.
- 1.2.3 The Stroke Association reserves the right to amend the Conditions of Award at any time. Lead Applicants shall be informed of such changes at least 30 days prior to any amendment and issued with a revised copy of the Conditions of Award which will become effective on the date specified by the Stroke Association.
- 1.2.4 In the event of any conflict of terms between the Grant Terms and the Award Details, the relevant conflicting term in the Award Details shall prevail.

1.3 Accepting an Award

- 1.3.1 If the Lead Applicant wishes to accept an Award, they must return the Award Acceptance Form to the Stroke Association Research Department within 28 days of the date of the Award Letter bearing the signatures of the Lead Applicant and Host Institution.
- 1.3.2 The Award start date must be no later than six months from the date on the Award Letter, unless agreed by written permission from the Stroke Association. The Research, as outlined in the application form for the Award, must be started as soon as the approvals set out in clause 7 are in place..
- 1.3.3 The Award will not be made available for any purpose until the signed Award Acceptance Form is received by the Stroke Association Research Department as per clause 1.3.1.

1.4 Data Protection

- 1.4.1 By accepting these Conditions of Award, all parties 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 and in accordance with the privacy policy on our website as may be updated from time to time (<https://www.stroke.org.uk/about-us/terms-and-conditions/privacy-policy>). Details of funded Awards may be used for dissemination of information and made publicly available.

1.5 Grant of Award

- 1.5.1** Subject to these Conditions of Award, the Stroke Association grants the Award to the Lead Applicant for the purposes set out in the Application Form.
- 1.5.2** The Award is made to the Lead Applicant named in the Application Form only. Awards are only transferable in exceptional circumstances as set out at clauses 1.11 and 1.12.
- 1.5.3** The Lead Applicant shall inform the Stroke Association immediately in writing should the Lead Applicant withdraw following appointment or be otherwise unable to take up the Award from the date of commencement.
- 1.5.4** The Lead Applicant shall remain in the field of stroke research for the period of the Award.
- 1.5.5** 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.
- 1.5.6** The Stroke Association shall be permitted on reasonable notice to inspect the Award activities and request copies of such documentation deemed necessary to conduct an audit of the Award. The Lead Applicant shall comply with any such reasonable requests to supply such documentation.
- 1.5.7** In the event that the Lead Applicant is in breach of clause 1.5.4, 1.5.5 or 1.5.6, the Lead Applicant shall notify the Stroke Association as soon as reasonably practicably in writing and acknowledges that the Stroke Association may terminate any such Award on immediate notice and no

further monies shall be owed under the Award. Any such breach shall not be deemed capable of remedy as per clause 1.13.1.

- 1.5.8** Upon acceptance of the Award, the Lead Applicant will be sent an email containing a registration address allowing the creation of an account to access their Award(s) online via Researchfish (or an alternative system). The Lead Applicant may delegate access to Award(s) via Researchfish (or an alternative system) to relevant third parties (e.g. Research Assistant).

1.6 Value and duration of Award

- 1.6.1** The Award is payable over the number of years set out in the Award Letter and in the Award Details.
- 1.6.2** The Award will not be increased except under exceptional circumstances, and at the sole discretion of the Stroke Association.
- 1.6.3** Monies may not be transferred between the budget headings, as set out in the budget section of the Award Application Form, without the prior written approval of the Stroke Association.

1.7 Additional funding

- 1.7.1** The Lead Applicant shall notify the Stroke Association as soon as reasonably practicable of any additional funding obtained from sources external to the Stroke Association during the duration of the Award. Additional funding must be reported on Researchfish (or an alternative system) by the Lead Applicant.

1.8 Parties' Award responsibilities

Lead Applicant

- 1.8.1** The Lead Applicant shall:
- i** have overall responsibility for delivering the Research as described in the Application Form;
 - ii** agree that the minimum working hours on the Award are equivalent to 0.6 FTE (pro-rata) if the Award is taken up on a part-time basis.

- iii ensure the Research and training activity detailed in the Award Letter is completed within the agreed Award duration and within the overall amount of the Award;
- iv for Postdoctoral or Lectureship awards, apply for further funds to the Stroke Association or elsewhere, to employ and train PhD and post-doctoral fellows throughout the Award, if appropriate;
- vi. if awarded a Lectureship award, not apply for another position for themselves for the first 3 years of the Award and will be expected to stay in the Lectureship post for at least 3.5 years for a 4 year award, or at least 4 years for a 5 year award. Where PhD students or Post-doctoral researchers are employed by the Lead Applicant within the Research, the Lead Applicant must ensure adequate plans are in place for the on-going supervision and mentoring before they consider changing Institute or taking on a new position. For the avoidance of doubt, nothing in this clause will prevent the Lead Applicant applying for smaller awards to cover the costs of consumables, travel awards or other research expenses; and
- vii notify the Stroke Association in accordance with clause 1.10 of any interruptions in the Research so that payments may be held in abeyance, (e.g. where the Lead Applicant needs to take a period of maternity/paternity or sick leave).

1.8.2 Host Institution

The Host Institution shall:

- i employ the Lead Applicant and issue them with an employment contract and distribute the Award budget to cover appropriate costs (clauses 2, 3, 4, 5, 6);
- 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 additional personnel by the Lead Applicant for the duration of this Award; and
- v** ensure a viable mechanism for dealing with accusations of fraud is in place. The mechanism must 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 fraud (including but not limited to scientific fraud) is suspected in the course of the Research the Host Institution shall notify the Stroke Association immediately and inform them of further developments. The Stroke Association reserves the right to suspend the Award in circumstances where it reasonably considers that the Host Institution is failing to take appropriate steps to proceed with the investigation. If fraud is proven the Stroke Association will terminate the Award immediately.

- vi** during any period of maternity leave, paternity leave, adoption leave or any other form of family-related leave (provided the Lead Applicant has complied with the relevant statutory provisions and the Host Institution's applicable policies/procedures), the Host Institution will provide maternity/ paternity/ adoption or other family-related leave pay in accordance with the Host Institution's applicable policies or, if there are no such applicable policies, in accordance with the statutory minimum pay requirements.
- vii** during the sickness absence of the Lead Applicant (provided the Lead Applicant has complied with the Host Institution's sickness absence reporting procedures), the Host Institution will pay them in accordance with the Host Institution's sick pay policies or, if there are no such applicable policies, in accordance with the statutory minimum pay requirements.

- viii** as the employer of the Lead Applicant and any associated additional staff, comply with applicable employment law and other legal obligations in relation to them.
- ix** indemnify the Stroke Association fully and keep it indemnified fully at all times against any claim or demand by the Lead Applicant or any other associated additional personnel arising out of their employment by the Host Institution or its termination during or after the duration of the Award.

1.9 Progress and final reports

- 1.9.1** The Lead Applicant shall submit an online Stroke Association progress report in a format specified by the Stroke Association (via the online research management system as directed by the Stroke Association) on an annual basis based on the start date of the Award. The Lead Applicant will be notified of submission deadlines with one month's notice.
- 1.9.2** The Lead Applicant shall also be notified by Researchfish (or an alternative system) of the submission window and submission deadline for Researchfish (or an alternative system) progress reports. These progress reports may be submitted at any point during the submission window as notified by Researchfish (or an alternative system) and no later than the submission deadline.
- 1.9.3** The continuation of funding under the Award is conditional on receipt of satisfactory progress reports by the Stroke Association. Failure to submit progress reports by the deadline will result in payments of an Award being withheld until reports are received.
- 1.9.4** The Lead Applicant must also submit an online Stroke Association final report in a format specified by the Stroke Association (via the online research management system as directed by the Stroke Association) which 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 plain English summary of the Stroke Association final report must also be submitted for publication on the Stroke Association website.

- 1.9.5** Retrospective reports must be submitted following termination of the Award. All Awards will be kept open on Researchfish (or an alternative system) for up to 5 years from the end date of the Award to collect outputs. Lead Applicants must continue to add outputs as they arise onto Researchfish (or an alternative system), and will continue to receive an annual request to complete this data for 5 years after their Award has terminated.
- 1.9.6** Failure to submit report(s) under this clause 1.9 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 Lead Applicant.
- 1.9.7** Continuation of funding is dependent on adequate progress, as reasonably determined by the Stroke Association and the requirements of the Host Institution.

1.10 Extension or abeyance of Award

- 1.10.1** The duration of the Award is as set out in the Award Details. 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 by the Lead Applicant in writing to the Research Department at the Stroke Association for consideration.
- 1.10.2** Awards may be put into abeyance during periods greater than one month where the Lead Applicant is absent due to sickness or leave associated with the birth or adoption of children. The Lead Applicant shall notify the Stroke Association at least three months in advance of the commencement of any planned leave associated with the birth or adoption of children.

1.11 Transfer of Award to another individual

- 1.11.1** Transferring of postgraduate, postdoctoral or lectureship Awards to another individual is not permitted.
- 1.11.2** Transferring of Awards to another Lead Applicant may be permitted under exceptional circumstances and at the sole discretion of the Stroke Association. Any such requests shall be made in writing from both the

Lead Applicant and the Head of Department to the Stroke Association, with full justification included for why this transfer is necessary, and the arrangements in place for any training or early career research positions associated with this Award.

1.12 Transfer of Award to another institution

- 1.12.1 Transfer of the Award to another Host Institution is not permitted except under exceptional circumstances and at the sole discretion of the Stroke Association. Any such requests shall be made in writing from both the Lead Applicant and the Head of Department to the Stroke Association, with full justification included for why this transfer is necessary, and the arrangements in place for any training or early career research positions associated with this Award. A formal letter will also be required from the Head of Department at the proposed replacement institution to guarantee that all necessary infrastructure and support will be provided to the Lead Applicant, as laid out in the Application Form and original Letter(s) of Support.
- 1.12.2 The Stroke Association may approve a transfer request under this clause 1.12 providing the support of the Lead Applicant and any staff they supervise is unaffected; that the new centre offers adequate facilities, and that the transfer has prior written approval from all concerned. Any equipment purchased under the Award will be transferred at the expense of the new Host Institution.
- 1.12.3 In the instance a Lead Applicant does not wish to move to a new institution and arrangements cannot be made to continue their position at the existing institution, then the funding of the Lead Applicant will cease automatically, and the Award will be withdrawn.
- 1.12.4 The Stroke Association will not reimburse any costs associated with transferring the Award.

1.13 Suspension or termination of an Award

- 1.13.1 The Stroke Association reserves the right to suspend an Award if it reasonably considers that the Conditions of Award have been breached in any way and that the breach is capable of remedy. The Lead Applicant/Host Institution (as applicable) shall have up to 14 days in which to remedy any such breach. The Stroke Association may

otherwise terminate the Award on 30 days' written notice if the breach has not been remedied.

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

- i. at any time and for any reason in the event that a Condition of Award has been breached and is not deemed capable of remedy;
- ii on 14 days' written notice where the commitments and guarantees provided in the Letters of Support from the Host Institution and the NHS/Clinical Employer (where relevant) are not honoured;
- iii on 14 days' written notice if sufficient progress and achievements of the Lead Applicant are not evident,
- iv on 14 days' 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.

1.13.3 Upon early termination or expiration of an Award, any liabilities arising at the end of the Research or on termination or expiry of this agreement shall be paid for and managed by the Lead Applicant/Host Institution using its own resources. There will be no additional funding available from the Stroke Association for this purpose.

1.13.4 Upon early termination of an Award under this clause 1.13, the Stroke Association reserves the right to recover a proportion of the Award previously paid to the Lead Applicant/Host Institution as it may reasonably direct.

1.14 Limitation of liability

1.14.1 The Stroke Association accepts no liability for any consequences, whether direct or indirect, that may come about from the use of the Award or from the withdrawal, withholding, suspension or reduction of the Award.

- 1.14.2** The Host Institution will indemnify the Stroke Association against all liabilities, damages, losses (including loss of reputation), expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses) suffered or incurred by the Stroke Association in connection with:
- (a) the acts or omissions of the Host Institution and/or the Lead Applicant in relation to the Award and the use of the Award;
 - (b) the non-fulfilment of any obligations of the Host Institution and/or the Lead Applicant under these Conditions of Award; or
 - (c) the performance or non-performance of any obligation of the Host Institution and/or the Lead Applicant to any third party in relation to the Award or any use of the Award.
- 1.14.3** Subject to clause 1.14.1 and 1.14.4, the Stroke Association's liability under these Conditions of Award is limited to the amount of the Award outstanding.
- 1.14.4** Nothing in these Conditions of Award limits any liability which cannot be legally limited.

2. Finance and Administration of Personnel funded by the Stroke Association

2.1 Funded Personnel

- 2.1.1** For postgraduate, postdoctoral and lectureship Awards, the salaries (whole or in part) of Lead Applicants and staff recruited for the Research can be covered by these Awards, where these are used as Direct Costs associated with the Award (i.e. the Award enables the Lead Applicant to spend the whole of their time on the Award) in accordance with clause 6.
- 2.1.2** For project grants, if the Lead Applicant is already employed in a permanent position, then their salary is not covered by the Award. Direct Costs of salaries of fixed-term staff recruited on the Research and costs proportionate to time commitment for specialist service staff (e.g. technicians, project managers, Clinical Trials Unit (CTU) staff) who have

a role working on the Research can be covered in accordance with clause 6.

- 2.1.3** The Host Institution undertakes to pay the remuneration of co-applicants employed on permanent contracts by the Host Institution, for the duration of the Award.
- 2.1.3** Employers' contributions in respect of national insurance and pensions will be covered by the Host Institution.
- 2.1.4** The tenure of staff appointed to work on Research 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** An Award may not be used to finance paid maternity leave, paternity leave, adoption leave or any other form of family-related leave. In the event Awards are used for such purposes the Stroke Association will be reimbursed in full for any such amounts at the end of the Award. In addition, an Award may not be used to cover the costs of replacement staff during the period of maternity, paternity, adoption or other family-related leave, and the Award will be put into abeyance by the Stroke Association until the Lead Applicant returns to work.
- 2.1.6** An Award may not be used to finance paid sick leave. It is the responsibility of the Host Institution as employer to ensure sick leave is paid for in accordance with the Host Institution's sickness absence/pay policies. The Award will be put into abeyance by the Stroke Association until the Lead Applicant returns to work.
- 2.1.7** Award funds may not be used to pay redundancy costs.

3. Accounting and payment

- 3.1** Payments will be made by the Stroke Association for the duration of the Award in accordance with dates and amounts specified in the Payment Schedule. The Stroke Association may suspend its payment of amounts due under this Payment Schedule at any time on the following basis, notwithstanding its other rights under these Conditions of Award or in law:

3.1.1. reasonable progress on the Research has not been maintained; or
3.1.2 Reports have not been submitted as required under Clause 1.9 ;
or 3.1.3 the Host Institution has substantially failed to comply with the
terms of these Conditions of Award .

Subject to these limits the Host Institution is free to administer the funds
to Collaborators within the terms of these Conditions of Award without
further reference to the Stroke Association.

- 3.2 The total amount to be paid by the Stroke Association to the Host Institution in any financial year ending 31 March shall not exceed the relevant amount detailed in the Payment Schedule.
- 3.3 The Host Institution is responsible for payments to third parties and shall make such payments promptly.
- 3.4 The Stroke Association reserves the right to recover from the Host Institution any sum of money allocated in a specific financial year but not actually spent by the financial year ending 31st March. Where reasonably possible such recovery will be by way of set off against future payments. In the event of the Stroke Association exercising its right under this Clause 3.4, a new Payment Schedule will be adjusted accordingly.
- 3.5 The Stroke Association may request from the Host Institution at any time such evidence as may reasonably be required to show that the Host Institution has used the amounts paid in accordance with the terms of this clause 3. The Host Institution shall maintain proper financial records relating to the Research at all times for the duration of the Award and for a period of six (6) years after the end of the Award.
- 3.6 The Host Institution grants to the Stroke Association and to any statutory or regulatory auditors of the Stroke Association and to its or their authorised agents the right of reasonable access to (and if necessary to copy) the relevant financial records and/or other information relating to the financial records during normal business hours for the duration of the Award and for a period of six (6) years after the end of the Award.
- 3.7 The Host Institution shall not make any change in the total remuneration, conditions of service or numbers of staff engaged on the Research which will require a change in the total amount payable, or make material changes to the

Research detailed in the Application Form, without prior written approval being given by the Stroke Association.

- 3.8 The Host Institution shall provide all reasonable cooperation and assistance at all times for the duration of the Award and for a period of six (6) years after the end of the Award for the purposes of allowing the Stroke Association to obtain such information as is necessary to fulfil the Stroke Association's obligations to supply information for parliamentary, governmental, judicial or other regulatory or administrative purposes and/or to carry out an audit of the Host Institution's compliance with these Conditions of Award including all activities, performance, security and integrity in connection therewith.
- 3.9 On completion of the Research, the final payment as detailed in the Payment Schedule and as adjusted for any overpayments as detailed in clause 3.10 or underpayments resulting from any suspended periods as per clause 3.1, in respect of costs properly incurred under these Conditions of Award will be paid by the Stroke Association to the Host Institution within thirty (30) calendar days of all of the following objectives being satisfied:
- 3.9.1 the Research has been completed to the satisfaction of the Stroke Association;
 - 3.9.2 the reports required under clause 1.9 have been submitted by the Host Institution to the Stroke Association;
 - 3.9.3 agreement has been reached in respect of any remaining equipment (as purchased for the Research) for disposal; and
 - 3.9.4 a final Statement of Expenditure has been completed in accordance with clause 4.
- 3.10 If at any time an overpayment has been made to the Host Institution for any reason whatsoever, the amount of such overpayment shall be taken into account in assessing the final payments, or shall be recoverable from the Host Institution at the Stroke Association's discretion.
- 3.11 The Stroke Association shall be under no obligation to make any payment on claims received after the Award has been closed and the final payment has been made.

4. Statements of Expenditure and reconciliations

- 4.1 The Host Institution shall provide to the Stroke Association a Statement of Expenditure on an annual basis, no later than three (3) months following the end of the relevant Annual Reconciliation Period.
- 4.2 If: (i) the Statement of Expenditure is not received within the time specified at clause 4.1; or (ii) the Stroke Association does not consider the information provided by the Host Institution to be complete and adequate, the Stroke Association reserves the right to suspend payments of the Award until such time as the Host Institution provides complete and adequate information.
- 4.3 The Host Institution shall submit a final Statement of Expenditure to the Stroke Association within the Final Reconciliation Period.
- 4.4 As part of each annual Statement of Expenditure and final Statement of Expenditure, the Host Institution shall set out all eligible costs based on actual expenditure incurred by the Host Institution in carrying out the Research during the Annual Reconciliation Period or Final Reconciliation Period.
- 4.5 Any overspend or underspend revealed during the reconciliation process, as set out under this clause 4, under any budget heading may at the absolute discretion of the Stroke Association be reflected in the next scheduled payment(s) or result in a suspension of payments until any shortfall has been rectified.
- 4.6 It is the Host Institution's responsibility to ensure that any requested reports as at clause 1.9 and any Statements of Expenditure are submitted within the timescales specified in these Conditions of Award. Approval of such aforementioned documentation is at the discretion of Stroke Association. The Host Institution's failure to adhere to this clause 4 shall be deemed a material breach of these Conditions of Award.
- 4.7 The Host Institution shall be responsible for repaying to the Stroke Association immediately upon receipt of a written demand by the Stroke Association any Award funds which have been remitted to the Host Institution in the absence of adequate supporting documentation. Payment of Award funds shall be made in accordance with the conditions of payment detailed in the Payment Schedule.
- 4.8 If the Lead Applicant ceases to be employed or otherwise engaged by the Host Institution for any reason, the Host Institution shall inform the Stroke

Association at least one (1) calendar month in advance of the date of the Lead Applicant's employment with the Host Institution ending.

4.9 Upon being notified that the Lead Applicant's employment with the Host Institution is ending or is due to end:

4.9.1. The Stroke Association shall be entitled to withhold future payment of the Award pending submission of a satisfactory reconciliation form (in accordance with the standards set out in this clause 4 by the Host Institution);

4.9.2 The Host Institution shall submit a final reconciliation form within twelve (12) months of the Lead Applicant's employment with the Host Institution ending.

5. Equipment

5.1 Application for Research Equipment

5.1.1 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.

5.1.2 The Host Institution shall make standard equipment, facilities and materials available to the Lead Applicant.

5.2 Equipment procurement

5.2.1 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 Host Institution. In order to reduce costs to the Stroke Association, it is the duty of the Lead Applicant to obtain maximum possible purchase discounts prior to the purchase of any equipment.

5.2.2 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.

5.2.3 The Host Institution must take responsibility for installation 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.

5.3 Equipment transfer

- 5.3.1 If the Stroke Association approves the transfer of the Award to another institution, equipment which was purchased under the Award may also be transferred by the Lead Applicant providing the conditions in 1.12 are met.

5.4 Equipment disposal

- 5.4.1 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 by the Lead Applicant.

6. Research costs

- 6.1 The Stroke Association agrees with the statement regarding full economic costing published by, and available from, the AMRC (www.amrc.org.uk).
- 6.2 The Lead Applicant and the Host Institution acknowledge that the Stroke Association shall not pay any Estate Costs or Indirect Costs as part of the Award.
- 6.3 Under this Award, the Stroke Association will award funds for the payment of Direct Costs which shall be limited to the following costs, provided that the Stroke Association has the right to approve at its full discretion any such costs:
 - 6.3.1 Staff costs limited to:
 - 6.3.1.1 Salary of the Lead Applicant and staff employed to work specifically on the Research: this is limited to a basic salary plus employer contributions (such as national insurance and pension) in line with clause 2.1.3.;
 - 6.3.1.2 Stipend and fees for PhD students who either hold PhD studentships or are Research-dedicated;
 - 6.3.1.3 Contributions to the salary costs, proportionate to time commitment, for specialist service staff (e.g. technicians, project managers, CTU staff) who have a role working on the Research but may also work on multiple other projects and whose salaries are supported from core institutional

funds. These costs are only allowed if there is an auditable record (i.e. timesheets) of the time spent working on the Research.

6.3.2 The staff costs as covered under clause 6.3.1 do not include:

6.3.2.1 the salary of co-applicants who hold a permanent, open-ended or rolling contract with their salary met from core institutional funds;

6.3.2.2 the salary of other staff (e.g. departmental technicians and administrators, professional services staff) who do not have a specific role in the Research and whose time is shared across multiple projects and whose salaries are supported from core institutional funds.

6.3.2.3 Apprenticeship levy costs;

6.3.2.4 For staff working on the grant, the following costs will not be met: redundancy costs, recruitment expenses, global talent visa application fees, visa renewal and associated Immigration Health Surcharge (IHS) costs, maternity, paternity, adoption or any other form of family-related leave pay, sick pay, visa and IHS fees for dependents.

6.3.3 Running costs: such as NHS-based clinical research costs in line with AcoRD Guidelines, clinical/epidemiological/qualitative research costs, participation costs, laboratory materials and consumables, imaging costs, general office printing and postage costs directly relate to the Project, associated charges for shipping/delivery/freight. This does not include ineligible NHS-based clinical research costs in line with AcoRD Guidelines.

6.3.4 Equipment: this is limited to the purchase of Research-dedicated new items of research equipment, upgrades to existing items of research equipment insofar as necessary, research-specific specialised computing software and hardware, personal computing equipment if required for Research purposes (up to a maximum of £1,000). This may also include maintenance of equipment which is not funded by the Award but which is used and essential for the Research. This may also include access charges that incorporate materials and consumables, maintenance and service contracts, staff time costs for dedicated staff employed to operate the equipment or facility. This does not include standard per-unit IT charges and generic office software

costs, maintenance of equipment funded by the Award once any warranties have expired, or access charges that incorporate estates and utilities, equipment and building depreciation or insurance costs.

- 6.3.5 Animal research costs:** this may include Research-specific animal purchase and transportation, maintenance, experimentation costs, Home Office licences, personal animal licences, animal house facility usage charges that incorporate facility staff costs/materials and consumables/maintenance and service contracts. This does not include any animal house facility usage charges that incorporate estates and utilities, cage/equipment/building depreciation, or insurance and safety costs.
- 6.3.6 Travel and subsistence costs:** this may include reasonable travel and subsistence cost for people working on the Research to undertake a specific 'project delivery' activity, and/or to attend conferences and events for personal development or to disseminate findings. This does not include first or business class travel unless approved by the Stroke Association, or the costs of attendance to conferences and events which are not related to the Research.
- 6.3.7 Training and development costs:** this may include research-specific and/or careers-based training for staff working on the Research. This does not include general HR or IT training costs.
- 6.3.8 Dissemination costs:** this may include conference attendance related to the Research (including UK Stroke Forum registration fees), open access and publication charges, reasonable workshop costs with clinicians or people affected by stroke. This does not include costs to cover attendance at conferences and events which are not related to the Research.
- 6.3.9 Patient and public involvement costs:** this may include travel expenses and honoraria for public involvement representatives. This may also include contributor payments (refer to NIHR payment guidance), reimbursement of expenses such as travel, training or support, accessibility requirements (e.g. interpreters, accessible materials), independent facilitation, refreshments and materials.

6.3.10 Other Research related costs: this may include data access fees, and management and sharing costs in relation to data. It does not include: Estates Costs, general office furniture, stationery, general printing and postage costs, shared catering, health and safety costs, indemnity or insurance.

6.4 No other Directly Allocated Costs save as at clause 6.3 will be considered.

6.5 Any Direct Costs under this clause 6 shall be accompanied by appropriate receipts and proof of expenditure.

7. Necessary Approvals

7.1 Ethical Approval

7.1.1 The Research may not commence until all necessary ethical committee approvals have been obtained. A copy of all such approval(s) must be sent by the Lead Applicant to the Stroke Association prior to the commencement of this work.

7.2 NHS Research Governance Framework for Health and Social Care

7.2.1 Any Research carried out involving humans or human tissue must have a sponsor which accepts the sponsor responsibilities as defined by the NHS Research Governance Framework for Health and Social Care. The Stroke Association is not able to sponsor the work it funds. The appropriate Host Institution must accept responsibility as sponsor of the Research.

7.3 Research Involving Animals

7.3.1 The Research may not commence until approvals have been obtained for a 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 Lead Applicants using animals must implement the principles in the cross-funder guidance Responsibility in the Use of Animals in Bioscience Research as may be updated from time to time (www.nc3rs.org.uk/responsibility).

7.3.4 Lead Applicants using non-human primates must comply with the NC3Rs guidelines Primate Accommodation, Care and Use as may be updated from time to time (www.nc3rs.org.uk/primatesguidelines).

7.3.5 Lead Applicants should make use of the ARRIVE guidelines as may be updated from time to time(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. 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. All peer-reviewed research papers arising from the Award should be 'Open Access'. All Lead Applicants should deposit published research papers in the UK PubMed Central database within 12 months of publication.

8.1.2 Lead Applicants must notify the Stroke Association when and where the peer-reviewed paper as under clause 8.1.1 has been deposited.

- 8.1.3** The Award may only be used to pay for publication costs where specified in the original Application.
- 8.1.4** Manuscripts lodged in open access depositories such as UK PubMed Central should be linked to the relevant Award using Researchfish (or an alternative system). Where this is not possible, the Lead Applicant shall inform the Stroke Association of the online locations of manuscripts lodged in open access depositories.

8.2 Open Data

- 8.2.1** The Stroke Association is committed to ensuring that the outputs of the research it funds, 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. The Lead Applicant and Host Institution acknowledges this and shall use all reasonable endeavours to act in a manner as described in this clause 8.2.1.
- 8.2.2** Lead Applicants will consider how they will manage and share the data they will generate throughout the duration of the Award. Lead Applicants and the Host Institution should maximise the availability of Research data derived from the Award with as few restrictions as possible throughout the duration of the Award.
- 8.2.3** The Host Institution shall not make any disclosures under this clause 8.2 which would breach its obligations under clause 9.3.
- 8.3** The Lead Applicant shall use reasonable endeavours to publish Research findings in high impact journals where possible or journals relevant to the field/audience, on an open access basis insofar as reasonably practicable.
- 8.4** 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 only be reasonably

delayed to enable protection of any intellectual property as described in clause 9 below.

- 8.5** The Lead Applicant must notify the Stroke Association Research Department (email:research@stroke.org.uk) immediately when results arising from the Award are accepted for publication.
- 8.6** The Lead Applicant must ensure that the Stroke Association are 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.
- 8.7** The Lead Applicant 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.
- 8.8** 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 Stroke Association Research Department before publication / presentation.
- 8.9** The Stroke Association must be informed of the online locations of manuscripts lodged in open access depositories.
- 8.10** The Lead Applicant must regularly engage with the Stroke Association, our supporters and stakeholders and other researchers at events and meetings, and must commit to mentoring and advising postgraduate and postdoctoral fellows, including those outside of their own research group.
- 8.11** The Lead Applicant will act responsibly on behalf of, and as an Ambassador for, the Stroke Association. This will include attending meetings, conferences and networking events throughout the year, in particular, the Lead Applicant will be expected to participate in events hosted by the Stroke Association.
- 8.12** The Lead Applicant shall demonstrate commitment to meet all such media and interview requests within reason. This includes but is not limited to 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.

- 8.13** The Lead Applicant 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, the Lead Applicant will use all reasonable endeavours to fulfil 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.
- 8.14** The Lead Applicant shall assist with the peer review of future applications received by the Stroke Association if reasonably requested.
- 8.15** Compliance with this clause 8 will be reviewed and taken into account when determining future funding applications from Lead Applicants. Lead Applicants may be barred from future funding if compliance with this clause 8 has been unsatisfactory.

9. Intellectual Property and Commercial Exploitation

- 9.1** Each party will retain ownership over any Intellectual Property that it owns before the commencement of the Award or which is generated outside the scope of the Award.
- 9.2** The Host Institution will solely own any Intellectual Property generated using the Award (referred to in this clause as the Award Intellectual Property). The Host Institution will have sole responsibility and authority to manage and execute the duties required for the filing, prosecution and maintenance of the Award Intellectual Property. The Host Institution will keep or will procure that their agents keep all notices, applications and correspondence filed in connection with the Award Intellectual Property, and will provide copies of such documents to the Stroke Association or their agent on reasonable request.

- 9.3** 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.
- 9.4** The Host Institution must (if not already) develop and implement strategies and procedures for the identification, protection, management and exploitation of Award Intellectual Property.
- 9.5** No Award Intellectual Property may be exploited without the prior notification to the Stroke Association. In regard to any exploitation, the Host Institution will provide Stroke Association with details concerning the Host Institution plans for the exploitation of the Award Intellectual Property.
- 9.6** 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.
- 9.7** In the event that the Award Intellectual Property is not exploited within 5 years from the time that the Award Intellectual Property is generated and the Stroke Association reasonably considers that exploitation is possible, the Stroke Association reserves the right to request a licence or full assignment of any such Award Intellectual Property. The Host Institution shall provide all assistance as reasonably required in order to fulfil this clause 9.7.
- 9.8** The Host Institution shall notify the Stroke Association if it intends to abandon (via licence, assignment, option or otherwise) any of the Award Intellectual Property or to discontinue any protection of the Award Intellectual Property as set out at clause 9.2. The Stroke Association reserves the right to request a licence or full assignment of any aforementioned Award Intellectual Property that is the subject of any notification under this clause 9.8. The Host Institution shall provide all assistance as reasonably required in order to fulfil this clause 9.8.
- 9.9** The Host Institution hereby grants to the Stroke Association a perpetual, irrevocable, world-wide, non-exclusive royalty-free licence to the Award Intellectual Property, for the purposes of academic/not-for-profit

research (including in collaborations), teaching, policy, and public engagement 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 9.9. The Stroke Association will notify the Host Institution in the event that it sub-licences 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.

- 9.10** For the avoidance of doubt, if the 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 at its own cost.
- 9.11** 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, including any third party infringement.
- 9.12** 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.
- 9.13** 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, notwithstanding its obligation to notify the Stroke Association of any such commercialisation under this clause 9.

- 9.14** This clause 9 will continue to apply after completion and termination of the Award.

10 Adoption of Research by NIHR CRN/NHS R&D equivalent

- 10.1** The Lead Applicant acknowledges that some relevant Awards funded by the Stroke Association will have their Research adopted and included in the NIHR Regional Research Delivery Network (NIHR RRDN), or other relevant portfolio in Wales, Scotland or Northern Ireland.
- 10.2** The Lead Applicant agrees to provide information on their Research for the NIHR RRDN or other relevant portfolio database, and if support will be received, to comply with the requirements of the NIHR RRDN (or equivalent) for reporting Research accrual.
- 10.3** The Lead Applicant agrees that the Stroke Association may receive copies of reports and correspondence concerning feasibility and accrual to the Research.

11 Dispute resolution

- 11.1** In the event of any dispute between the parties (which does not relate to the Stroke Association's right to withhold, recover funds or terminate this agreement), the matter will first be referred for resolution to an individual at Associate Director level at the Stroke Association and at the Host Institution.
- 11.2** Should the dispute remain unresolved within 14 days of the matter being referred to the Associate Director, any party may refer the matter to a formal meeting between a Director of the Stroke Association and an individual at Director level at the Host Institution.

12 General terms

- 12.1 The parties shall comply with all Applicable Laws for the duration of the Award.
- 12.2 This agreement is governed by and will be construed in accordance with the laws of England and Wales and the parties irrevocably submit the exclusive jurisdiction of the English courts.
- 12.3 These terms may not be varied unless agreed in writing by all parties.