



The Midland Neuroscience Teaching & Research Fund

Registered Charity No 313446

Terms and conditions

Accountability & Responsibilities of the Research Organisation

- 1.1 You are responsible for ensuring that the Project carried out by You, the Grant Holder and any Research Workers or other Third Parties, comply with these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant.
- 1.2 You must ensure that the Project is carried out in accordance with all applicable ethical, legal and regulatory requirements including but not limited to relevant provisions of the General Data Protection Regulation, the Data Protection Act 2018, the Bribery Act 2010, the Fraud Act 2006, the Equality Act 2010 and the Modern Slavery Act 2015.
- 1.3 You must ensure that the project and any acquisitions made by You are compliant with the National Security and Investment (NSI) Act 2021. Any asset or entities within the scope of the Act, obtained by the Grant funding awarded to You, completed on or after 12 November 2020, including when collaborating with third parties to acquire, sell or develop qualifying entities or assets, must comply with these rules. You may be required to notify the government about an acquisition before you can complete it.
- 1.4 We will immediately suspend the Grant and may require You to repay Grant funding if You are found to be in breach of the National Security and Investment (NSI) Act 2021.
- 1.5 You must inform Us of any other public funding applied for or awarded against the eligible costs covered by this Grant. We will immediately suspend the Grant and may require you to repay Grant funding if you are found to have received aid that is deemed to be in breach of the terms and conditions
- 1.6 You are accountable for the conduct of the Project including the conduct of the research, the use of public funds and the proper financial management of the Grant in accordance with these Standard Terms and Conditions of Grant and any Specific Terms and Conditions of Grant, whether the Project is carried out by You or the Grant Holder, Research Workers or other Third Party.
- 1.7 You must ensure that the Grant is spent in a way that is consistent with the purpose and conditions set out in the Offer Letter.
- 1.8 In order to foster a research culture which values, recognises and supports public engagement, You must adopt the principles, standards and good practice for public engagement with research set out in the 2010 Concordat for Engaging the Public with Research: <https://www.ukri.org/publications/concordat-for-engaging-the-public-with-research>
- 1.9 By accepting this Grant You are confirming that the Grant Holder has not already received competitively obtained research or support funding from any source, for the same research Project that this Grant has been awarded by Us to support. We

reserve the right to terminate the Grant should We find that the Grant Holder has been or is in receipt of the aforementioned duplicate funding, either before or during the Grant Period.

- 1.10 You are responsible for ensuring that ethical issues relating to the Project are identified and brought to the attention of the relevant approval or regulatory body. Before any such work requiring approval begins, approval must have been granted by the relevant body.
- 1.11 You are expected to ensure that equality, diversity and inclusion is considered and supported at all stages throughout the project.
- 1.12 funds must not be used to meet the costs of an activity that will fall outside the Grant Period
- 1.13 Expenditure may be incurred and subsequently charged to the Grant from either the start date of the Grant or the date that the Offer Letter was issued on, whichever is earlier.
- 1.14 You must formally accept the Grant by completing and returning the Offer acceptance within 10 working days of the issue of the Offer Letter.
- 1.15 The duration of the Grant ("Grant Period") may be extended after the Official Start Date by up to 12 months without additional funding subject to our prior written approval.
- 1.16 It is expected that the Trustees will be provided with progress reports (in non-technical language) at approximately six-monthly intervals and certainly a final report when the project is concluded.
- 1.17 Changes to Project: You must inform and consult Us if there are any significant changes to the Project that may affect its progress, delivery, or that may potentially breach any applicable Subsidy Control Act 2022 or State Aid regulation. No substantive changes to the experimental design of a Project involving the use of animals or human participation, which might affect the ethical characteristics of the award, are permitted without the prior approval.
- 1.18 The Grants are not given for salaries, travelling expenses or the purchase of computers, but will normally support the purchase of items of special equipment, not routinely available in clinical departments. Such equipment may enable a research worker to conduct or complete a laboratory project or carry out some piece of clinical research. Any equipment purchased will remain the property of the Fund after the research is completed.
- 1.19 We require an End of Award Report on the conduct and outcome of the Project. If required You must submit the report within 3 months of the end of the grant Period. No further application from a Grant Holder will be considered while an End of Award Report is overdue.
- 1.20 We reserve the right to call for periodic updates on the Project's progress or to visit the Project team, or request participation in evaluation studies. The Grant Holder must make all reasonable efforts, if so invited, to respond to requests for information or to attend events or activities organised by MNTRF concerning the research undertaken, including requests or events after the end of the Grant Period.
- 1.21 We shall be entitled to inspect any financial or other records and procedures associated with the Grant as are reasonably required to verify the regularity and propriety of Grant expenditure, or to appoint any other body or individual for the purpose of such inspection. This includes expenditure by Third Parties. We shall use reasonable endeavours to ensure that any confidential information disclosed shall be

treated with the same care and discretion to avoid disclosure as We use with Our own similar information. We may disclose Confidential Information to the minimum extent required by any law or regulation (provided, in the case of a disclosure required under the Freedom of Information Act 2000 or Environmental Information Regulations 2004, none of the exceptions within such Act or Regulations applies to the information disclosed), any governmental or other regulatory authority, or a court or other authority of competent jurisdiction.

- 1.22 If We request it, You must provide a statement of account for the Grant, independently examined by an auditor who is a member of a recognised professional body, certifying that the expenditure has been incurred in accordance with the Grant Terms and Conditions.
- 1.23 Financial Reporting: You are accountable for funds dispersed and are responsible for the timely and accurate submission of all expenditure reports required under the Terms and Conditions of Grant, including the submission of an expenditure statement within 3 months of the end of the Grant Period. We are entitled to require You to provide supplementary information in support of an interim or final expenditure statement. Once an expenditure statement has been received and the expenditure incurred has been reconciled against payments made, it will be considered as final. Any unspent funds will be recovered.
- 1.24 You must retain all accounting information relating to the Grant for the current financial year plus the subsequent six years after the submission date of the final expenditure statement.
- 1.25 If We send an Annual Statement to return showing payments made by MNTRF during the previous financial year for all the Grants You hold, You must complete and return the statement by the specified deadline
- 1.26 The MNTRF expects the research it supports to be conducted according to the highest achievable standards of research practice in order to ensure the integrity of the research and outputs.
- 1.27 Acknowledgements: Grant supported work should formally be described as 'MNTRF (Co-)funded' or 'This work was supported by the MNTRF as appropriate.
- 1.28 The Terms and Conditions of Grant which include these Standard Terms and Conditions of Grant and the Specific Terms and Conditions of Grant will be governed by the laws of England and Wales and all matters relating to the Terms and Conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.