

# ROYAL COLLEGE OF CHIROPRACTORS (RCC)

## RESEARCH INNOVATION GRANTS - CONDITIONS OF AWARD

Key terms used in these Grant Conditions can be found in the Definitions section at the end of this document.

### **1. How these Grant Conditions apply to you**

1.1. These Grant Conditions, together with the Award Letter, set out the Terms and Conditions on which we make the Grant to you, as the employer of the Grantholder.

1.2. You must ensure that the Grant Activities are carried out by you, the Grantholder, and any Participants or Organisations, in accordance with the Terms and Conditions.

### **2. Legal compliance, research practice, and governance**

You must ensure that the Grant Activities are carried out in accordance with all relevant legal, health and safety, ethical and regulatory requirements (including any clinical trials registration), and that all necessary licences and approvals have been obtained and are in place at all times during the Grant Period.

### **3. Employment**

We do not employ the Grantholder or any of the Participants. It is your responsibility to issue any necessary contracts of employment in relation to the Grant, and to comply with any relevant employment law and regulation.

### **4. Management of the Grant and reporting**

4.1. Unless we tell you otherwise, you and the Grantholder must activate the Grant by notifying us of a confirmed grant start date in writing. We will not make payments on the Grant until we receive this notification.

4.2. The Grant Activities must be started as soon as possible and, in any event, within 6 months of the proposed start date given in the Award Letter.

4.3. You must ensure that:

- a) the Grant is used only for the Grant Activities; and
- b) the Grant Activities are supported by adequate and appropriate resources and facilities.

4.4. You must tell us at once if there is a significant change to the scope of the Grant Activities, or if there are any factors that may adversely affect the Grant Activities or compliance with the Terms and Conditions (including suspicion of or actual fraud, corruption or financial impropriety).

4.5. You and the Grantholder are responsible for ensuring that we are sent:

- a) progress reports as we require during the Grant Period, as set out in the Award Letter or as we request; and
- b) an End of Grant Report within three months from the end of the Grant Period.

### **5. Audit and financial administration**

5.1. You must ensure that Grant expenditure is controlled in accordance with your normal standards, procedures, and formal audit and control arrangements, including those for monitoring and preventing fraud, bribery or any other corrupt practices.

5.2. You must account for all income and expenditure related to the Grant through a separate cost centre.

- 5.3. You must allow us, at our expense and on reasonable notice, to audit your accounts, records, systems and facilities in relation to the Grant if we ask to do so.
- 5.4. You must give reasonable assistance to us in complying with our legal requirements relating to accounts, audit or examination of accounts, annual reports and annual returns.
- 5.5. You must ensure that you are able to audit the Grant Activities of any Participant or Organisation in such a way that you are able to comply with your obligations to us.
- 5.6. We will hold back 10% of the Grant until we have received the End of Grant Report. Until we release the final 10% Grant payment, you must keep all invoices, receipts, accounts and other relevant documents relating to the Grant, and provide these to us if we ask you for them.
- 5.7. You must repay to us:
- a) any part of the Grant that has not been spent when the Grant Activities have been completed; and
  - b) any part of the Grant used in breach of the Terms and Conditions.
- 5.8. You will be responsible for any expenditure on the Grant Activities which exceeds the amount of the Grant.

## **6. Publication and publicity**

- 6.1. The outcomes of the Grant must be published or otherwise disseminated in an appropriate form, although publication or release of findings funded by the Grant may be delayed for a reasonable period to allow for protection of intellectual property (please also refer to condition 7, 'Intellectual property and its exploitation').
- 6.2. All publications must acknowledge our contribution.
- 6.3. You must consult us before release of any press statement about the Grant.
- 6.4. You must consult us immediately if you become aware of anything related to the Grant that may have an adverse reputational impact on you, us, the Grantholder, a Participant or an Organisation.

## **7. Intellectual property (IP) and its exploitation**

- 7.1. You must have procedures for the identification, protection, management and exploitation of RCC-funded IP, taking into account circumstances where the Grant Activities involve collaboration with, or the contribution(s) of, third parties. You must also ensure that anyone engaged by you in the Grant Activities (including employees, students, visiting fellows and subcontractors) is employed, engaged or retained on terms that vest all RCC-funded IP in you.
- 7.2. Where RCC-funded IP arises from the Grant Activities, you must obtain our prior written consent (not to be unreasonably withheld in circumstances where it is an appropriate means of achieving charitable public benefit) before you make any commercial use of, or grant to any third party any exploitation rights over, the Trust-funded IP. As a condition of granting consent, we will require you to accept our standard revenue- and equity-sharing terms that are in place at that time.
- 7.3. If you do not protect, manage or exploit any RCC-funded IP arising out of the Grant to our reasonable satisfaction, then we shall have the right by giving you six months written notice to protect, manage and exploit the RCC-funded IP ourselves. We may exercise this right sooner where we reasonably consider that the opportunity to protect, manage or exploit the RCC-funded IP for the public benefit could be lost if more immediate action is not taken. You agree to do, and will ensure that the Grantholder and any Participants or Organisations do, all acts required to assist us in protection, management and exploitation.
- 7.4. You must obtain our prior written approval before using any third party to carry out your obligations under this condition 7.

## 8. Liability

We do not accept any responsibility for financial or other liability incurred by you, any Organisation, or any Participant that may arise out of the Grant Activities.

## 9. Variation and termination

9.1. We reserve the right to amend these Grant Conditions, and the terms of the Award Letter, at any time. Once notified to you, any changes will apply to the Grant.

9.2. Where there is any conflict between these Grant Conditions and the Award Letter, the provisions of the Award Letter will take precedence.

9.3. We reserve the right to terminate the Grant at any time. If we do this, we will set out our reasons to you in writing in a reasonable timeframe.

## 10. Governing law and jurisdiction

These Grant Conditions shall be governed by and interpreted in accordance with the law of England and Wales and any disputes in connection with these Grant Conditions shall be governed exclusively by the courts of England and Wales.

## 11. Definitions

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| Award Letter        | the letter from us confirming the award of the Grant and giving details of the Grant Activities  |
| End of Grant Report | a form completed by the Grantholder on which you report on the Grant Activities, and which also sets out:<br>1) a comparison of i) your actual expenditure on the Grant during the Grant Period and ii) the total amount awarded by us in respect of the Grant; and<br>2) any further information that we request from you |
| Grant               | the grant described in the Award Letter  |
| Grant Activities    | the activities funded by the Grant as described in the Award Letter  |
| Grant Conditions    | the conditions set out in this document  |
| Grant Period        | the period of the Grant set out in the Award Letter, beginning on the start date as confirmed to us by you   |
| Grantholder         | the 'Principal Applicant' as identified in the Grant application and as specified in the Award Letter  |
| Organisation        | any university, institution or other organisation (other than you) at which the Grant Activities are carried out and/or to which Grant monies are received   |
| Participant         | any person or third party working on the   |

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|                      | Grant Activities, including (as applicable) any applicant, collaborator, sponsor or research sponsor, supervisor, consultants, sub-awardees or contractors  |
| RCC-funded IP        | intellectual property that is, or has been, created, exemplified or developed (whether in whole or in part) from the Grant Activities. Unless specified otherwise in the Award Letter, 'RCC-funded IP' does not include the copyright in artistic works, books, articles, scientific papers, lectures or audio or visual aids to the giving of lectures or teaching |
| Terms and Conditions | the terms and conditions on which the Grant is made, comprising these Grant Conditions and the Award Letter   |
| us, we, our and RCC  | the Royal College of Chiropractors (a charity registered in England with number 1152500)  |
| you/your             | the university, institution or other organisation that has principal responsibility for administering the Grant, as identified in the Grant application and as specified in the Award Letter  |

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Acknowledgement: These Grant Conditions are modelled on those developed by the Wellcome Trust to administer innovations funding.