

RESEARCH PROJECT GRANTS Regulations and Conditions for Applicants and Recipients.

These conditions apply to all applications for grant funding made to the Kidney Research Yorkshire (KRY) whose registered office is at St Peg's Mill, Brighouse, HD6 4AH and whose Registered Charity Number is 1106412 and will apply to and be deemed to form any part of any agreement under which Kidney Research Yorkshire provides funding to any third party for the carrying out of any research or other work (the 'Grant Award').

These conditions are however supplemental to any conditions appearing on any specific application form for funding provided by Kidney Research Yorkshire.

A. Eligibility and timescales

- All applicants must be resident in the United Kingdom and the project and employment must also take place in the United Kingdom.
- The maximum research project grant available is £150,000 and may be spread over a two or three year period. A higher amount may be considered for the right project. Extensions and supplementary grants are not available. In exceptional circumstances Kidney Research Yorkshire will consider a 'no-cost' time extension to ensure the original aims of the grant are achieved.
- The Charity will accept applications for grant funding during two three month periods each year. These are 1st April to 30th June and 1st October to 31st December in any year. Applications received outside these periods will be returned to the applicant.

B. Downloading and completing the Application Form

- The application form should be downloaded from the Kidney Research Yorkshire website and should be saved on the applicant's own device during completion.
- The application form format is based on Microsoft Excel and is designed to completed, edited, shared and submitted electronically. It is possible to print the form using the normal MS Excel print dialogue, although page breaks may be unpredictable depending on the length of inputs in sections 10, 11 and 17.
- The application form is divided into seventeen sections numbered 1 to 17. To avoid any possible confusion, this Regulations and Conditions paper which does not form part of the Application From , but should be read alongside it is divided into fifteen sections lettered A to O, and has three appendices.
- Earlier paper version of the application form will not be accepted after 1/10/2016.
- On the application form, blocks with light blue shading are those that require completion by the applicant. Blocks in white should not be changed. In many cases the form will not permit inappropriate or unexpected inputs.
- The KRY reference on page 1 of the application form and at the top of each page will be completed by KRY Office. The Charity will advise the grant reference code allocated to your application and it should be quoted in further correspondence during and (if awarded) after award.
- After completion in full, the application form should be submitted to the Charity by attaching to an email and sending to <u>contact@kidneyresearchyorklshire.org.uk</u>.
- An acknowledgement of receipt will usually be sent by e-mail within 7 working days and the unique grant application reference will be provided. If an acknowledgement is not received within 7 days, you should check the position by e-mailing <u>contact@kidneyresearchyorklshire.org.uk</u>. If the Charity's administrator amends the format of the application to enable improved formatted printing, the Charity may (at its discretion) send a revised copy to the first applicant.

- Applications must be made in accordance with the specified instructions on the Application Form, completed in full and paying particular attention to any notes on the application form referencing sections in these guidelines.
- Applicants must adhere strictly to the deadline for the return of completed applications (30th June and 31st December). Late applications cannot be accepted.

C. Help and advice about completing the application form

- The application form is divided into 17 sections. The following notes are intended to help in completion of the form. If you encounter any problems, please contact the Charity by e-mail at contact@kidneyresearchyorklshire.org.uk and we will try to assist.
- If you have insufficient space on the form for your responses, or if the space provided on the form will not allow you to enter, please append additional sheets and/or contact the Charity by e-mail at contact@kidneyresearchyorklshire.org.uk and we will try to assist.

Section 1 Summary of Grant Applicants

Full details of the First and co-applicants

Section 2 Summary of the Project

Please ensure that the project title provides a clear summation in no more than 160 characters.

The total cost of the project should be the same as the total provided in section 6.

State the expected total duration of the project (**in months**) and the intended start date. The end date will autocomplete.

In the event that project timings change or slip from the plan, it is essential that the Charity is advised of such changes.

Section 3 Employing institution

The name and address of your employing institution and the organisation to which the grant will be paid.

Section 4 Further information about the first applicant

A few other details about the relationship between the first applicant and the employing institution.

Section 5 Undertakings

You should read the undertakings in section 5 very carefully.

Kidney Research Yorkshire requires both the First Applicant (as given in section 1), the Head of Department and the Institution's Finance Officer to enter their names in section 5.

Submitting this application with these names inputted will be taken by the Charity as acceptance of the Undertakings in section 5, and if the application is approved, these three individuals will be required to sign a "Grant Award Form" – which is a traditional paper agreement.

Section 6 Grant timeline, payments and cost centres

This new section on the application form is where the applicant provides information about the likely Project timeline – and this will enable the Charity to plan for funds to be available as/when the institution submits their invoices.

The research "phases" should typically be quarterly with the institution invoicing the Charity in the month after the end of the phase.

This is also where the applicant provides essential information about the split in funding between three key costs centres – Salaries; Consumables and Facility. There will be an opportunity to revise/update this information after award if necessary.

See section L in this paper for details of Business Manager.

Section 7 More information about the applicant

Additional information about the primary applicant. This information is required even if supplied in a previous grant application to Kidney Research Yorkshire.

Section 8 Applicant's Publications

Please list peer reviewed publications that are <u>relevant</u> to this project.

Section 9 Details of Grants already awarded

Kidney Research Yorkshire must be notified of subsequent or simultaneous applications submitted to other grant giving bodies whilst they are considering this application.

Section 10 Lay summary of proposed research (max 400 words)

This section is important for the benefit of non-scientific persons, the public and donors who wish to understand the objectives, outcomes and benefits of the research. It is also necessary to allow the Charity to promote the award and the outcomes to a wide audience.

The charity may reject applications if this section is more than 400 words in length.

If the Charity considers that the Lay summary does not meet these requirements, the right is reserved to request a satisfactory replacement Lay Summary.

Section 11 Details of Proposed Research

Summary of proposed research. This section should outline the research listing aims, methods and outcomes.

You should submit no more than 5 pages here.

Note that guidelines on the length of applications should be strictly observed. Over-length applications may be returned for revision without review.

Unpublished results that are essential for assessment of the application and /or quoted within the application may be provided as a single page appendix in a separate file. These should be kept to a minimum and may not exceed the one page limit.

Any changes to the details provided on the application during the course of consideration or award MUST be notified to Kidney Research Yorkshire in writing. Significant changes will require the charity's approval.

<u>Relevance</u>. This section should also define the relevance of the proposed research to the charity's research objective:

Kidney Research Yorkshire wish to support research in Yorkshire that is relevant to the understanding of the kidneys and urinary tract system and the disease processes affecting them. There is a particular desire to support work leading to improved management, treatment and prevention of kidney disease and it's complications.

Section 12 Research on Human Participants or Tissue

See section G and Appendix 3 of these guidelines.

Section 13 Research using NHS Facilities or Patients

See also section G and appendix 3 of these guidelines

- Section 14 Consultancies or Equities See also section F and appendix 1 of these guidelines
- Section 15
 Commercial Exploitation

 See also section F and appendix 1 of these guidelines

 Section 16
 Experiments on Animals

 See also section G and appendix 2 of these guidelines

Section 17 **Project Justification** Please justify in detail: the staff requested, materials and consumable, equipment costs, miscellaneous costs and the use and cost of animals. Use more than one page if necessary.

D. Resubmissions & simultaneous applications to other funding bodies

- All resubmitted applications will be peer reviewed on their own merit, as per the normal peer review process, and as such will be evaluated in open competition in the round they are re-submitted. No precedence is set by previous submissions or by addressing the feedback comments on the previous application.
- Kidney Research Yorkshire allows simultaneous applications to other funding bodies whilst it is considering the same application, however the applicant(s) should:
 - (i) Check that the other funding body has no objections to simultaneous applications.
 - (ii) Complete in full detail section 9 of the Charity's application form, detailing and all intended simultaneous applications three months PRE and POST submission to Kidney Research Yorkshire.

E. Reports and Publications

- Grant recipients will be asked to complete a Progress Report after 3 months (in the case of one and two year projects) or six months (three-year projects respectively). An Interim Report will be requested half way through project research.
- A Final Report will be required at the end of the grant, which should include a lay summary, and be accompanied by a list of publications (including abstracts & scientific presentations) related to the work. This report is expected at the same time as submitting the final invoice.
- Acknowledgement of Kidney Research Yorkshire's support must be made in all publications and presentations / posters resulting from work concerned. Copies of publications should be forwarded to Kidney Research Yorkshire for up to three years following completion of the research.

F. Intellectual Property Rights, Patents & Copyright

- The provisions set out in Appendix 1 shall apply to any intellectual property rights created or otherwise relating to any work funded (in whole or part) by Kidney Research Yorkshire.
- By submitting an application for a grant, both the applicant(s) and his/her/their host institution are formally accepting the provisions of Appendix 1.

G. The use of Patients and Animals

- For ALL awards Kidney Research Yorkshire will require evidence of Home Office and / or Ethical Approval as applicable prior to the assignment of funding.
- Compliance with the Kidney Research Yorkshire's Policy on the Use of Animals and/ or Patients and Human Tissues in funded research is mandatory See Appendix 2.
- The Research Governance Framework. From March 2004 all Research Institutes must have robust arrangements in place under the Research Governance Framework for Health and Social Care, which includes formally stating the Research Sponsor for all active research. Kidney Research Yorkshire, a medical research charity, has elected the role of "funder" under this framework (April 2002) and therefore requires the name of the Research Sponsor designated by the Institute for each grant awarded.

H. Employment of Staff

- Kidney Research Yorkshire does not act as an employer and, therefore, in all cases where support is provided for the employment of staff, the host institution undertakes to issue a contract of employment in accordance with any relevant Acts relating to the conditions of employment. Kidney Research Yorkshire does not accept claims for sickness or maternity leave. As Kidney Research Yorkshire is not the employer, it is therefore not responsible for claims under any statute or common law, nor will it indemnify the host institution against any claim for compensation or against any other claim for which the host institution may be liable as an employer.
- A full CV for staff appointed as Research Fellows or Assistants must be submitted on appointment.
- Applicants should not use a grant to enable a staff member to work for a degree or diploma, which requires more than the maximum period of the grant or exceeds the maximum grant.
- Applicants are required to state the appropriate point on the salary scale at which staff will be employed. Staff costs for each year covered by the application must be based upon a reasonable estimate of costs likely to be applicable during the term of the project including any nationally awarded salary increases.

Note: Supplementary salary grants are not available.

I. Items of Expenditure

 Kidney Research Yorkshire takes the same position as Association of Medical Research Charities (AMRC), as revised in October 2004, that "it is clear with regard to university funding, that its members will not fund research on a percentage basis." AMRC member charities will continue to pay for the directly incurred and identifiable costs of research, but do not consider it appropriate for them to fund university indirect costs or to be required to cover some of the other costs, such as investigators salaries or estate costs, identified under TRAC". If the university has a system in place, then it is requested that the fEC of a project be declared to Kidney Research Yorkshire.

- The costs of staff, such as research assistants and technicians, working full or part-time on a project, and the cost of identified items needed for the carrying out the research such as laboratory or clinical consumables, field work costs, capital and equipment costs etc., are covered and are classified as DIRECTLY INCURRED costs.
- The part costs of technical staff (e.g. statisticians, etc) spending a portion of their time directly on the project will be allowable with justification and are classified as DIRECTLY ALLOCATED costs.
- Kidney Research Yorkshire will not contribute to the Principle Investigators' or Co-Investigators' salaries BUT would wish to be informed of the amount of time that they would be likely to spend on the project and how these costs will be covered.
- Kidney Research Yorkshire will NOT pay INDIRECT costs (e.g travelling expenses, advertising for posts, secretarial work, stationery or contribution to general departmental overheads).
- Items of capital expenditure in excess of £10,000 will require special justification in relation to the projected work.
- Please ensure that costs are calculated accurately as supplementary grants are not available.

J. Financial Arrangements

- The Institute's Finance Department will be required to submit to Kidney Research Yorkshire a copy of invoices for all equipment and supplies for which reimbursement is claimed. Applicants must ensure that their Finance Department understands and accepts this requirement. VAT zero rating must be applied to all equipment purchased.
- Reimbursement of expenditure will be made by Kidney Research Yorkshire upon receipt of a claim invoice certified to be correct personally by either the Chief Accountant or Finance Officer of the host institution. The final claim invoice, marked as such, must be submitted within three months of the termination of the grant and must be accompanied by the Final Report. All claim invoices must be submitted in arrears at intervals of three months.
- The Application should be submitted through the Head of Department/ Division who should be prepared to support the application and agree to the research being carried out in their section. *Ref. note 9.*
- The Secretary for the Institute or Finance Officer should be prepared to ensure that the funds provided are used for the purpose for which they have been given and confirms that it is the Institutes intention to maintain support for the department during the period for which the grant is requested/given. Signature on the application form indicates they are aware and accept this condition. *Ref. note 10.*
- Any apparatus provided in this grant is donated to the Department in which the grant holder works for the benefit of his/her research and for use solely in medical research, diagnosis or treatment. If the Institute is a registered charity, it is possible to obtain exemption from the payment of VAT for equipment donated for medical research. No equipment may be purchased under this grant which involves the payment of VAT.

K. Grant cost breakdown by cost centre and invoice timing

- When Kidney Research Yorkshire award a grant, they require details in advance of cost breakdown by three "cost centres" as follows:
 - Salaries
 - Consumables
 - Facility

These details must be declared on the Grant Application Form in section 6. An opportunity to revise/update these details will be available on grant award. Subsequently, Kidney Research Yorkshire will expect costs to reflect the cost centre split agreed.

The time scales of the project must also be declared on the Grant Application From in section 6. An opportunity to revise/update these details will be available on grant award. Subsequently, Kidney Research Yorkshire will expect project invoices to be submitted in a timely manner according to the agreed timescales.

• Kidney Research Yorkshire will not accept invoices for funding that are received significantly (more than twelve months) at variance from the agreed project time schedule.

L. Business Manager

When Kidney Research Yorkshire award a grant, they require details in advance of the likely project "Business Manager" - i.e. the person in the institution (hospital group, university etc) – that will be responsible for arrangements for invoicing the Charity. These details must be declared on the Grant Application Form in section 6. An opportunity to revise/update these details will be available on grant award.

This will be the person that the Charity can communicate with regarding invoicing queries.

The Charity should be advised if the Business Manager changes during the process of the project.

M. Termination of Grant

• When Kidney Research Yorkshire award a grant, they reserve the right, without notice, to terminate it should they so wish. In such a case, Kidney Research Yorkshire will reimburse the host institution for expenditure properly incurred under the award up to termination day, but will not in any event be responsible for, nor indemnify, the host institution against any matters arising from the employment of staff.

N. Limitation of Kidney Research Yorkshire Liability

• Kidney Research Yorkshire are not responsible, financially or otherwise, for the expenditure or liabilities arising out of the work other than those listed in the formal award letter. All expenditure under this grant should be governed by the normal standard and procedures of the host institution.

O. Contact Details:

Completed applications should be sent electronically – as an e-mail attachment to <u>contact@kidneyresearchyorkshire.org.uk</u>. The Charity is unable to receive Grant Applications in paper format.

The Charity's business address and other contact details are:

Kidney Research Yorkshire St Peg's Mill Brighouse HD6 4AH

E-mail: <u>contact@kidneyresearchyorklshire.org.uk</u> Tel: 01484 400430 www.kidneyresearchyorkshire.org.uk

APPENDIX 1 INTELLECTUAL PROPERTY PROVISIONS

1

Definitions	
"Application"	the application for funding of a research or other project submitted to Kidney Research Yorkshire by any third party
"Charitable Objectives"	the charitable objectives of Kidney Research Yorkshire, including without limitation the following:
	(a) the advancement and promotion of research into the kidney and urinary tract and into the diseases that affect them ("kidney diseases"), including without limitation epidemiological, clinical and basic research directed towards understanding the processes responsible for kidney disease, as well as the development and evaluation of treatment in a manner which can best serve those who may benefit,
	(b) the relief and care of persons suffering from kidney disease, and
	(c) the education of the public about kidney disease and the needs of persons suffering from it
"Direct Costs"	those costs incurred by the Researcher(s) which directly relate to the protection of the Research IPR (including without limitation patent filing fees) together with any other costs which Kidney Research Yorkshire agrees in writing may be deducted from the Gross Income to arrive at the Net Income
"Gross Income"	all monies and other remuneration received by the Researcher(s) in connection with the exploitation of the Research IPR without any deduction, including without limitation:
	 (a) licence, signing and option fees, (b) royalties and commissions, (c) milestone and other performance payments, (d) benefits in kind, and (d) amounts invoiced in respect of the supply of goods or services making use of the Research IPR,
	but excluding any remuneration received by the Individual Researcher(s) from the Research Organisation by way of revenue sharing arrangements offered by the Research Organisation to its employees
"Intellectual Property Rights"	all intellectual and industrial property rights, including without limitation, patents, rights in know-how, trademarks, registered designs, models, unregistered design rights, unregistered trademarks and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world
"Net Income"	the Gross Income after deduction of Direct Costs
"Project"	the project to be carried out by the Researcher(s), which is described in Application and which is to be funded by Kidney Research Yorkshire (whether in whole or in part)
"Research IPR"	has the meaning given to the term in clause 2.1 below
"Quarter"	the period of 3 months commencing on the date of the Grant Award and each consecutive period of 3 months thereafter, or any shorter period commencing on a day immediately following the end of a Quarter and ending on the termination of the Award.
"Research Organisation"	the host institution or organisation described in the Application

"Individual Researcher(s)" the individual researcher(s) described in the Application

2 Ownership and Exploitation of Funded IPR

Ownership of IPR

- 2.1 All Intellectual Property Rights created by or on behalf of the Researcher(s) in connection with the Project (the "**Research IPR**") will be owned by the Researcher(s) subject to the terms and conditions of the Grant Award.
- 2.2 Kidney Research Yorkshire is under an obligation to ensure that the useful results of any research activity which it funds in whole or in part are applied for the public good, the advancement of healthcare in renal medicine, and otherwise in connection with its Charitable Objectives. The Researcher(s) will provide reasonable assistance to Kidney Research Yorkshire in connection with the achievement of such aims and will grant to Kidney Research Yorkshire or procure the grant to Kidney Research Yorkshire of a perpetual, irrevocable, worldwide, royalty free and non-exclusive licence to use the Research IPR in connection with those purposes referred to in the first sentence of this clause. Such licence includes without limitation the right to sub-license.

Exploitation of IPR

- 2.3 The Researcher(s) will provide Kidney Research Yorkshire upon the its request with details of all Research IPR, take reasonable steps to protect the Research IPR and use its reasonable endeavours to exploit the Research IPR to an appropriate extent. The Researcher(s) will seek approval from Kidney Research Yorkshire of its/their plans for exploitation of the Research IPR (which approval may not be unreasonably withheld or delayed by Kidney Research Yorkshire), and will exploit the Research IPR in accordance with the plans approved by the Kidney Research Yorkshire
- 2.4 Kidney Research Yorkshire recognises that the Researcher(s) may want to seek registered intellectual property protection for the Research IPR and accordingly e Kidney Research Yorkshire will not make public any Research IPR for a period of sixty (60) days from disclosure of that Research IPR to Kidney Research Yorkshire where at the time of disclosure the Research Organisation indicates in writing to Kidney Research Yorkshire that it will be applying for registered intellectual property protection in respect of the disclosed Research IPR.
- 2.5 If the Researcher(s) do/does not in the reasonable opinion of Kidney Research Yorkshire sufficiently exploit and protect the Research IPR, Kidney Research Yorkshire may serve written notice on the Research Organisation of this opinion and in such notice indicate what it wishes to be done to so sufficiently exploit and protect. If after six (6) months of such notice being served the Research Organisation has not in the reasonable opinion of Kidney Research Yorkshire complied with the notice then the Researcher(s) will assign the Research IPR (together with any other Intellectual Property Rights subsequently derived from the Research IPR) to Kidney Research Yorkshire or to a nominee notified in writing to the Research Organisation by Kidney Research Yorkshire. To the extent that any Research IPR can be assigned to Kidney Research Yorkshire without any formal assignment or other written document then the same will be automatically assigned to Kidney Research Yorkshire upon expiry of the six (6) month period referred to above.
- 2.6 If the Researcher(s) is/are required to grant an assignment under clause 2.5 then they will do such further things and execute such further documents as Kidney Research Yorkshire may require to effect and confirm such assignment.
- 2.7 The Researcher(s) will in respect of the exploitation of the Research IPR provide to Kidney Research Yorkshire:
 - 2.7.1 details of all Research IPR (and any Intellectual Property Rights derived from the same), including without limitation details of any patent applications filed in respect of such Intellectual Property Rights together with progress of all such applications;
 - 2.7.2 details (together with copies) of all agreements entered into which relate to the development and/or exploitation of the Research IPR;

- 2.7.3 within twenty one (21) days of the end of each Quarter or such other period as the charity approves, an exploitation report (in such format reasonably requested by the charity) detailing the commercialisation activities for the previous Quarter, such report to include but not be limited to a statement setting out the financial information for the Project for the previous Quarter including without limitation Gross Income, Net Income and Direct Costs; and
- 2.7.4 arrange and hold update meetings with Kidney Research Yorkshire at least once every six (6) months.

3 Revenue Sharing

3.1 In consideration of Kidney Research Yorkshire providing funding for the Project, the Researcher(s) will, unless agreed otherwise in writing by Kidney Research Yorkshire, share with Kidney Research Yorkshire the Net Income received by the Researcher(s) as follows:

Cumulative Net Exploitation Income	Proportion to be shared with the charity
<£100,000	25%
£100,000 - £500,000	29%
>£500,000	30%

- 3.2 The Researcher(s) will in respect of each Quarter pay to the Kidney Research Yorkshire an amount equal to the proportion of the Net Income to be shared with Kidney Research Yorkshire in accordance with clause 3.1. Payment to Kidney Research Yorkshire will be made by the Research Organisation within thirty (30) days of the end of each Quarter in respect of the Net Income received by the Researcher(s) during that Quarter.
- 3.3 The Researcher(s) agree(s) to keep true and accurate records and accounts relating to the Gross Income, Direct Costs and Net Income. These records and accounts will upon request and reasonable notice being provided by Kidney Research Yorkshire be open at all reasonable times during business hours for inspection by Kidney Research Yorkshire or its duly authorised agent.

4 Restrictions on Dealings with the Research IPR

- 4.1 The Researcher(s) may not at any time assign, charge or encumber the Research IPR (or any part of it) or assign or subcontract the whole or any part of the Grant Award, without the prior written consent of Kidney Research Yorkshire such consent to be given at the absolute discretion of Kidney Research Yorkshire.
- 4.2 If Kidney Research Yorkshire consents to an assignment under clause 4.1, the Researcher(s) shall procure that the assignee is bound by substantially the same terms as contained in the Grant Award and shall not enter into any assignment without the written approval of Kidney Research Yorkshire of the terms of such assignment.

APPENDIX 2 POLICY ON THE USE OF ANIMALS IN FUNDED RESEARCH

Animal experimentation is essential for some types of biomedical research and the process is regulated by law. All research projects involving the use of animals are licensed by the Home Office and all the researchers and the procedures on which the experiments are performed must also be licensed. All these processes are rigorously policed by the Home Office Inspectorate.

Kidney Research Yorkshire from time to time approves projects involving animal experimentation when there is no suitable or practical alternative.

Such Grants are only awarded when the researchers provide convincing arguments that:

- a) The research question being addressed is of sufficient importance and justifies the use of animals;
- b) The use of animals is essential, and that the question cannot be answered using alternative methods;
- c) The proposed experiment should answer the research question;
- d) The number of animals is the minimum required to answer the question posed, and the species chosen is appropriate;
- e) Home Office regulations relating to pain and distress of the animals is adhered to absolutely at all times;
- e) The experiments will only be performed on premises of the highest standards licensed by the Home Office.

APPENDIX 3

POLICY ON THE INVOLVEMENT OF PATIENTS, CONTROL VOLUNTEERS OR HUMAN TISSUES IN FUNDED RESEARCH

Kidney Research Yorkshire requires that research involving patients and control volunteers is subject to approval by an ethics Committee and requires receipt of a letter of approval before an award is activated.

Kidney Research Yorkshire requires that research involving human tissues and samples is conducted in accordance with the Medical Research Council's published guidelines on Human Tissue and Biological Samples for use in Research'. This will involve:

- appropriate approval from an ethics committee
- appropriate consent from the patients or next of kin.
- treatment of the material with appropriate respect and conformity to the Data Protection Act 1998.

Full details are available at the MRC Website: www.mrc.ac.uk