



## **FRAME Innovation Grant Terms & Conditions 2024**

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, and general FRAME policies and procedures set out the Terms and Conditions on which we make the Grant to you, as the employer of the Grant holder.

1.2. The Grant may only be used for the agreed project and must fit with FRAME's mission and charitable purpose and support the replacement of animal use in research and testing.

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

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

2.1. 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

3.1. We do not employ the Grant holder 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. This Grant is not to be spent on salaries.

### 4. Management of the Grant and reporting

4.1. The Grant Activities must be started as soon as possible and in any event within 1 month of the proposed start date given in the Award Letter.

4.2. 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.

4.3. You must inform us, in writing, as soon as possible if there are any factors that may adversely affect the Grant Activities, Grant Period or compliance with the Terms and Conditions (including suspicion of or actual fraud, corruption or financial impropriety).

4.4. You and the Grant holder are responsible for ensuring that FRAME is sent an interim progress report halfway through the Grant Period addressing briefly progress made towards objectives, any unforeseen issue or amends, a financial update, and any other requested information.

4.5. You and the Grant holder are responsible for ensuring that FRAME is sent an end of Grant Report containing project outcomes, including planned publications of follow-on funding, and any other information as specified in the Award letter or End of Grant Report form. This must be sent as soon as possible and within three months of the end of the agreed Grant Period. Failure to clearly report outcomes of your project may result in ineligibility to apply for future FRAME funding and a withholding of the final grant payment.

4.6. You must send us any updated financial reports if requested.

4.7. You must ensure FRAME is acknowledged in any publications, posters or presentations resulting from the project. A FRAME logo can be provided on request for this purpose.

## 5. Audit and financial administration

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

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

5.3. You must hold a bank account in the currency specified in the Award Letter with a bank that is acceptable to us and tell us of any changes to these details during the Grant Period.

5.4. You must allow us, at our expense and on reasonable notice, to audit your accounts, records, systems and facilities in relation to the Grant.

5.5. 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.

5.6. 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.

5.7. You must repay to us: a) any part of the Grant that has not been spent when the Grant Period comes to an end; 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. Equipment

6.1. You must ensure that any equipment funded by the Grant is purchased in accordance with your procurement procedures in a manner that delivers value for money, is used for the Grant Activities, and is adequately maintained and insured for all appropriate risks.

## 7. Publication and publicity

7.1. 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 8, 'Intellectual property and its exploitation').

7.2. All publications must acknowledge our contribution in accordance with our Guidance for Research Publication Acknowledgement Practice. We can provide a FRAME logo on request.

7.4. You consent to support FRAME publicity or PR relating to the Grant project and will consult FRAME before release of any press statement about the Grant.

7.5. You must also contact FRAME immediately if you become aware of anything related to the Grant that may have an adverse reputational impact on you, us, the Grant holder, a Participant, or an Organisation.

## 8. Intellectual property (IP) and its exploitation

8.1. You must have procedures for the identification, protection, management and exploitation of FRAME-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 FRAME-funded IP in you.

8.2. Where FRAME-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 FRAME-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.

8.3. If you do not protect, manage or exploit any FRAME-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 FRAME-funded IP ourselves. We may exercise this right sooner where we reasonably consider that the opportunity to protect, manage or exploit the FRAME-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 Grant holder and any Participants or Organisations do, all acts required to assist us in protection, management and exploitation.

8.4. You must obtain our prior written approval before using any third party to carry out your obligations under this condition 8.

## 9. Liability

9.1. 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.

## 10. Variation and termination

10.1. We reserve the right to amend these Grant Conditions, our Policy and Position Statements, and the terms of the Award Letter at any time. We will publish on our website any changes to these Grant Conditions or our Policy and Position Statements. Once published, any changes will apply to the Grant.

10.2. 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.

11. 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.

## 12. Definitions

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 Grant holder on which you report on the Grant Activities

End of Grant Spend Report: a form completed by you that sets out: 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 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

Grant holder: the 'Lead Applicant' as identified in the Grant application and as specified in the Award Letter.

Organisation: any university, institution, research council 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 Grant Activities, including (as applicable) any applicant, collaborator, sponsor or research sponsor, supervisor, consultants, sub-awardees or contractors

Terms and Conditions: the terms and conditions on which the Grant is made, comprising these Grant Conditions, the Award Letter and our Policy and Position Statements as set out on our website from time to time

FRAME-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, 'FRAME-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.

Us, we and our: Fund for the Replacement of Animals in Medical Experiments (a charity registered in England with number 1176266).

You/your: the Host Institution. This is the university, institution, research council or other organisation that has principal responsibility for administering the Grant, as identified in the Grant application and as specified in the Award Letter

**Acceptance of FRAME Innovation Grant Terms & Condition:**

I accept and certify that I am authorised to accept the Grant Terms & Conditions set out above on behalf

of (Host Institution) .....

in relation to the FRAME Innovation Grant award which has been applied for by

(Lead applicant) ..... who will be the Grant holder.

Signed: .....

Name: .....

Position: .....

Date: .....