

---

# **HSC Research & Development Division Terms and Conditions of Awards**

---

**February 2020 Version 1.11**

<b>Document Purpose</b>	Guidance / Policy
<b>Title</b>	HSC Research & Development Division (HSC R&D Division) Terms and Conditions of Awards
<b>Author</b>	HSC R&D Division, Public Health Agency
<b>Publication Date</b>	1 November 2015  amended June 2017, October 2017, June 2018, December 2018, November 2019 and most recently February 2020
<b>Target Audience</b>	University Research Offices and Research Finance HSC Trust Research Offices and Research Finance Researchers
<b>Description</b>	These Terms and Conditions relate to Awards made by HSC R&D Division, Public Health Agency and highlight responsibilities for the Funder, Award Holders, Research Organisations and others involved in an Award.
<b>Superseded Documents</b>	Terms and conditions described in administrative letters associated with each Award.
<b>Action Required</b>	N/A
<b>Timing</b>	Effective from 1 November 2015
<b>Contact Details</b>	Clive Wolsley HSC R&D Division 12-22 Linenhall Street Belfast BT2 8BS 02895363490

## Terms and Conditions of Awards:

These Terms and Conditions relate to Awards made by the Public Health Agency, HSC Research & Development Division (HSC R&D Division).

The Public Health Agency (PHA) is the legal entity and HSC R&D Division is a division within the PHA. Where HSC R&D Division is referred to in this document it is also a reference to PHA.

HSC R&D Division reserves the right to vary these Terms and Conditions or to add additional Terms and Conditions if required.

Acceptance of an Award from HSC R&D Division constitutes acceptance of these core Terms and Conditions and any additional Terms and Conditions.

If HSC R&D Division decides an Award is exempt from these Terms and Conditions, this will be clearly indicated at the time of application and offer.

## Definitions:

Award: support for a proportion of the full costs of a project. An Award may be a Research Award, an Education and Training Award (e.g. Fellowship) or another type of Award.

Award Holder: the person to whom the Award is assigned and who has responsibility for the intellectual leadership of the project and for the overall management of the research. e.g. The Award Holder could be the Chief Investigator (CI), Principal Investigator (PI) or a Research Fellow.

Chief Investigator: a person who takes primary responsibility for the design, conduct and reporting of a study.

Co-Investigator: a person with a substantive role in the study who assists the Award Holder in the intellectual leadership of the project and the overall management of the research.

Principal Investigator: a person who is responsible for the conduct of a study at an individual site.

Research Fellow: a person who is the recipient of an Education and Training Fellowship Award (e.g. Doctoral Fellowship) or other personal Award (e.g. Cochrane Fellowship)

Host Organisation: the organisation which administers the Award and which takes responsibility for the management of the research project and the accountability for funds provided. (In most cases this will be the employing organisation of the Chief/Principal Investigator).

Research Organisation: any organisation (Host and collaborating with Host) incurring expenditure funded by the Award or conducting activity to deliver the research project funded by the Award.

Research Proposal: the information contained within an application for an Award, regarding a research project.

Research Sponsor: the individual, organisation or partnership that takes on overall responsibility for proportionate, effective arrangements being in place to set up, run and report a research project.

## **Award Conditions:**

### **1. Data Protection & Confidentiality**

- 1.1 HSC R&D Division will use the information provided in a Research Proposal for processing, awarding, and subsequent payment, maintenance, monitoring and review of any Award. This may include, but is not restricted to: registration of proposals; operation of information systems used for the processing and management of Awards; preparation of material for use by referees and peer review panels; administration, investigation and review of Award proposals; sharing proposal information on a strictly confidential basis with other funding organisations; statistical analysis in relation to the evaluation of research and the study of trends; and contribution to health research analysis systems.
- 1.2 Where appropriate HSC R&D Division will require those with whom it shares proposal information to sign a confidentiality agreement.
- 1.3 HSC R&D Division will publish details of all Awards made. Therefore the details of Awards (e.g. Award Holder's name, Host Organisation, project title and total Award value) will be made available on the HSC R&D Division website and other publicly available databases, and in reports, documents and mailing lists. In accepting the Award the Award Holder and Host Organisation will be agreeing to the publication of this information by HSC R&D Division. In addition, HSC R&D Division has an obligation to respond to specific requests for information and may be required to disclose information about or provided by Host Organisations, collaborating Research Organisations and Award Holders. HSC R&D Division will endeavour, where possible, to consult with the Host Organisation before disclosure, but it is under no obligation to do so. Award Holders will be asked to supply an electronic copy of their abstract and any revised versions of their abstract, which will be used in response to external requests for information (see section 11 &13).
- 1.4 Awards are subject to the provisions of the Data Protection Act 2018 and the General Data Protection Regulation 2016/679. The Host Organisation shall at all times be responsible for ensuring compliance of all awarded activity with the aforementioned legislation.
- 1.5 The Award Holder shall at all times be responsible for the safe collection, handling and use of data relating to individuals and shall ensure that this be treated as confidential at all times. The Award Holder shall at all times be responsible for ensuring that storage of all data (including tape and/or digital recordings) is secure and complies with all legal requirements and organisational policies.
- 1.6 HSC R&D will expect Host Organisations to work with all collaborating Research Organisations in regard to the Terms and Conditions of Awards and the collection and processing of personal data, and to pass that personal data to HSC R&D Division to collect and process as described above and in line with the HSC R&D Division Privacy Notice<sup>1</sup>.

### **2. Responsibilities of the Funder and requirements for Research Governance**

- 2.1 HSC R&D Division will confirm whether the following have been assessed; the scientific quality of the Research Proposal; the quality of research environment where the research will take place; the experience of the research team (Award Holder, Co-Investigators and/or supervisors) who will undertake the research and the value for money.
- 2.2 HSC R&D Division will confirm under the awarding assumptions the process by which the project has been peer reviewed. The other stakeholders involved in the Award should place

---

<sup>1</sup> <https://research.hscni.net/privacy-policy>

reliance on the rigorous independent scientific peer review process undertaken by HSC R&D Division.

- 2.3 HSC R&D Division will ensure that the peer review processes (referees and panels) are carried out in a confidential manner in accordance with the different Award types.
- 2.4 HSC R&D Division expects research to be conducted in accordance with the highest standards of research integrity and research methodology. The responsibilities of the various Research Governance stakeholders, e.g. Funder, Sponsor(s), Employing Organisation(s), Care Organisation(s), Investigators and other Researchers are currently set out in the UK policy framework for health and social care research (2017). All parties are expected to discharge their responsibilities in accordance with that Framework.<sup>2</sup>
- 2.5. All research projects will have a research Sponsor - an individual, company, institution, organisation or group of organisations that takes on responsibility for initiation, management and financing (or arranging the financing) of the research. HSC R&D Division is the research funder but cannot act as the research Sponsor. HSC R&D Division expects the Host Organisation to have in place the necessary Sponsorship arrangements before the project starts. Payments cannot commence until Sponsorship is confirmed.

### **3. Responsibilities of the Host Organisation**

3.1 HSC R&D Division Awards must be accepted (via return of a signed Acceptance Form) by an appropriate designated Host Organisation which will manage the Award on behalf of the HSC R&D Division. HSC R&D Division will make appropriate arrangements with the relevant Host Organisation(s) for claiming the Award. There are a few exceptions to this including a number of specific bursary Awards for attending meetings or training. All exceptions will be made clear at application stage and/or at the time of offer.

3.2 The Host Organisation(s) must:

- a) manage the resources on an Award in such a way that it is completed within an agreed timescale and budget.
- b) ensure proper financial management of Awards and accountability for the use of public funds.
- c) ensure that any part of the full cost of the project not funded by the HSC R&D Division Award is committed to the project before it starts.
- d) ensure that any resources/facilities it has committed to the project remain in place for the duration of the Award.
- e) ensure that the principles, standards and good practice for personal and public engagement with research as set out in the “Strategy for Personal and Public Involvement in Health and Social Care Research<sup>3</sup>” are adopted.
- f) ensure that the requirements of the Research Governance Framework for Health and Social Care are met for research involving HSC patients and clients, their organs, tissues, fluids or data, and that the necessary arrangements are in place with partner organisations<sup>2</sup>. Where it also accepts the responsibilities of a Sponsor (as defined in the Governance Framework), it must also ensure that the requirements for Sponsors are met.

---

<sup>2</sup> <https://research.hscni.net/approval-research-hsc#Framework>

<sup>3</sup> [http://www.research.hscni.net/sites/default/files/strategy\\_for\\_PPI\\_Report\\_RD\\_2014.pdf](http://www.research.hscni.net/sites/default/files/strategy_for_PPI_Report_RD_2014.pdf)

- g) ensure that the Award Holder is aware of their responsibilities under research governance and observes the Terms and Conditions of the Award.
- h) ensure that, when requested, the Award Holder registers with an online research outputs database (e.g. <https://www.researchfish.com/>) in order to complete details of outputs which have resulted from any HSC R&D funding.
- i) ensure that the research supported by the Award complies with all relevant legislation and Government regulation, including that introduced while work is in progress (e.g. research involving ionising radiation; use of human tissue; the use of animals in scientific procedures; requirement around information governance; etc.). This requirement includes approval or licence from any regulatory body (e.g. Research Ethics; Administration of Radioactive Substances Advisory Committee (ARSAC); Medicines and Healthcare Products Regulatory Agency (MHRA), etc.) that may be required before the research can commence.
- j) promote transparency in research. Where appropriate this should include: registration, publication, dissemination, access to data, access to tissue and informing research participants of study results.
- k) notify HSC R&D Division promptly if any of the required approvals/permissions are not in place six months after the start of the Award.
- l) notify HSC R&D Division promptly of any change in circumstances which results in the significant delay, suspension or early closure of the research project.
- m) notify HSC R&D Division of any changes in staff or staff activity on the research project in a timely manner.
- n) assume full responsibility for staff employed by the Host Organisation funded from the Award, and, in consequence, accept all duties owed to and responsibilities for these staff, including, without limitation, their terms and conditions of employment and their training and supervision, arising from the employer/employee relationship.
- o) satisfy itself that arrangements are in place for the deployment and support of staff not employed by the Host Organisation but funded from the Award.
- p) ensure that a safe working environment is provided for all individuals associated with a research project. Its approach and policy on health and safety matters must meet all regulatory and legislative requirements and be consistent with best practice.
- q) comply with all relevant controls assurance standards relating to research.
- r) notify HSC R&D Division of any change in its status, or that of the Award Holder, that might affect the eligibility to hold or administer an Award.

#### 4. Starting procedures

4.1 HSC R&D Division must receive written acceptance of an Award on the terms and conditions offered within three weeks from the date of the letter of offer. Failure to comply may result in the withdrawal of our offer of an Award. The administrative process will also confirm Sponsorship arrangements for the research study. A proposed start date for the study will be included in the letter of offer and confirmation of this start date will be sought in the Form of Acceptance.

**Research Awards:** The Chief Investigator of the study shall write to accept the Award and this shall be countersigned by an authorised employee of the Host Organisation.

**Education and Training Awards & Personal Awards:** The successful Fellow shall write to accept the Award and this shall be countersigned by an authorised employee of the Host Organisation.

- 4.2 Staffing Certificates are required for staff members. A separate Staffing Certificate must be completed for each individual member of staff. These certificates are used to identify all staff (including the Chief Investigator, Co-investigator(s) and Researcher(s)) employed on the research project that are funded by HSC R&D Division, including those employed outside the Host Organisation.
- 4.3 No payments can be made in relation to a project until the relevant, properly completed Staffing Certificates have been received by HSC R&D Division.
- 4.4 In order to comply with requirements of research governance, no payments will be made before HSC R&D Division has received written confirmation of the Sponsor.
- 4.5 Justified delays to the start of the Award can be negotiated with HSC R&D with the duration of the Award remaining unchanged. However, if a delay of longer than 6 months should occur, the Award offer will be reviewed and may be withdrawn or the duration consequently be decreased.
- 4.6 Approved expenditure incurred prior to the start of research may be subsequently charged to the Award, provided that it does not precede the date of the offer letter subject to agreement and remains within the total agreed Award value.

## **5. Use of Funds**

- 5.1 HSC R&D Division will supply the Host Organisation with a provisional budget profile. The provisional budget profile will be generated on the basis of the information in the Award application form and therefore figures contained within the initial profile will be subject to change. The budget will be updated, if necessary, once the Start and Staff Certificate(s) have been received. The budget can also be amended on an ongoing basis in discussion with the Award Holder and Host Organisation. All budget profiles will be dated by HSC R&D Division. The most recent version of the budget will replace all previous versions. Only actual costs can be claimed. Funding is subject to review and will be dependent on activity. Funding provided from the HSC R&D Fund is subject to availability and may be affected by other pressures within the HSC.
- 5.2 HSC R&D Division has to work within the financial constraints of the HSC. Departure from the project budget profile can create problems for HSC R&D Division, as unspent balances cannot be routinely carried forward from one financial year to the next. Therefore the Host Organisation must alert the HSC R&D Division to any potential departure from the budget profile at the earliest point so that the appropriate action can be taken to secure the future funding for the project. Failure to do so may result in a shortage of funds and delays in the payment of future claims.
- 5.3 If the costs incurred by the Host Organisation in carrying out Award funded work amount to less than the maximum amount of the Award the HSC R&D Division shall be obliged to only pay actual costs.
- 5.4 If the costs incurred by the Host Organisation in carrying out Award funded work amount to more than the maximum amount of the Award the excess shall be borne by the Host Organisation.

- 5.5 In most cases actual salary costs, including the employer's contribution to superannuation and national insurance, will be paid. Salary costs will be verified using the appropriate Staff Certificate. However costs will not be increased to meet the cost of any staff promotion or re-grading.
- 5.6 HSC R&D Division does not fund the costs of recruiting staff to Host Organisations to work on funded projects and these should be excluded from the budget.
- 5.7 HSC R&D Division does not expect HSC services to be disadvantaged when HSC staff are funded to carry out research. Therefore it is expected that HSC organisations provide assurance that recruitment exercises will take place to backfill the posts of all HSC staff members who are funded by research monies.
- 5.8 Claims for the HSC R&D Division contribution towards research expenses and travel costs will only be paid if the expenses are properly incurred in pursuance of the research training/project and upon receipt of claims certified to be correct by an authorised signatory from the Host Organisation Finance Directorate. All expenditure should comply with Host Organisation's policy for the submission and reimbursement of allowable expenses or be incurred through the Host Organisations approved procurement procedure. The Award Holder will be asked to confirm expenditure on the Award on an annual basis.
- 5.9 HSC R&D Division contributions towards research expenses and travel costs are annual allocations and cannot be routinely rolled forward to a subsequent financial year. It is essential that all allocated expenses are properly incurred and claimed within the relevant financial year.
- 5.10 Applicants must inform HSC R&D Division immediately if funding for their research becomes available from another source. This may impact on the funding available from HSC R&D Division.
- 5.11 HSC R&D Division does not routinely fund experiments on animals, although it is recognised that some work involving animals may be an inherent requirement for some clinical research.
- 5.12 The use of HSC R&D Division funds for hospitality purposes at conferences and seminars should be carefully considered and be able to demonstrate good value. The level of subsistence offered should be appropriate and not out of proportion with the event/occasion. Costs for alcohol will not be covered. Venues for conferences, training, away days, larger gatherings used for dissemination and engagement should ideally be within the wider public sector (including local government) in preference to private sector venues. Hotels and other private accommodation should only be used if there is no viable alternative. If used, these venues should be modest and conducive to the main purpose of the meeting.
- 5.13 For Awards which have been funded under a co-funding arrangement; in the event that the funding from the other partner(s) is no longer available HSC R&D Division reserves the right to terminate or amend the Award.

## **6. Changes to Research Project**

### *Protocol and Resources*

- 6.1 Any proposed changes to the agreed research protocol must be made in writing and authorised by HSC R&D Division in advance, particularly those which make it unlikely that the objectives of the research can be achieved. This includes failure to gain access to research facilities and services, or to gain a favourable ethical opinion or research governance approval for the



research. HSC R&D Division reserves the right to make a new Award in place of the existing Award, or to retain, revise or terminate the existing Award.

- 6.2 It is the responsibility of the Host Organisation to manage the resources on the Award, including the staff, however if there are any proposed changes to the agreed staffing for an Award or to the agreed funding for an Award these must be made in writing and authorised by HSC R&D Division in advance. A proportionate reduction may be made in the value of Estates and Indirect Costs claimed by the Host Organisation if for example a post that attracts these costs is not filled or a staff member who attracts these costs leaves before the end of the period for which the post was funded and is either not replaced, or is replaced by a category of staff that does not attract the costs.
- 6.3 Any proposed transfer of funds between fund headings (cost categories) must be authorised by HSC R&D Division in advance. HSC R&D Division has a virement proforma for this purpose which should be completed by the CI and the Host Organisation.
- 6.4 An Award can be put into abeyance if no research is being carried out and there is no member of staff employed on the Award at that time. Abeyance will be by mutual agreement between HSC R&D Division and the Award Holder and Host Organisation. Abeyance cannot be back dated. No work can be done on the project during abeyance. An end date for abeyance is required and will be by mutual agreement. If no end date is agreed HSC R&D Division reserve the right to terminate the Award.

#### *Extensions*

- 6.5 After a research Award has started, the duration may only be extended, subject to prior written approval authorised by HSC R&D Division. Additional costs for extensions are only provided in exceptional circumstances and will be discussed on a case by case basis.

#### *Host Organisation or Award Holder*

- 6.6 Award Holders must contact HSC R&D Division in writing as soon as possible if they wish to transfer an Award to another organisation. Each request will be considered on a case by case basis.
- 6.7 Award Holders must contact HSC R&D Division in writing as soon as possible if a change of Award Holder is required (e.g. due to retirement, ill health etc). This shall include an outline of the revised costs and relevant CVs. Each request will be considered on a case by case basis. Similar requirements are applicable to changes with regard to Co-investigators and supervisors.
- 6.8 Education and Training Awards (e.g. Fellowship) are made to a named individual in order to allow them to undertake a period of research training. In the case of such Awards, no change of Award Holder is permitted.

## **7. Maternity, paternity, adoption, parental leave, sick leave and other types of special leave**

- 7.1 HSC R&D Division must be informed regarding leave as soon as possible so that appropriate budgetary arrangements can be made.
- 7.2 Where a researcher employed on a HSC R&D Division Award qualifies for maternity, paternity, adoption, parental and sick pay or leave or other types of special leave, HSC R&D Division will abide by the employing Host Organisation's policy, with the following conditions:

**Education and Training Awards<sup>4</sup>:** Participants in education and training Awards funded by HSC R&D Division are entitled to paid maternity, paternity, adoption, parental, sick and other special types of leave where they fulfil the qualifying conditions of the employing Host Organisation. If requested, consideration will be given to allowing the fellowship Award to be placed in abeyance during the leave period and the Award extended by the period of leave. Consideration will be given to requests to continue the fellowship on a flexible or part-time basis. HSC R&D Division will normally compensate the Host Organisation any net costs associated with the leave. The net cost is the amount paid to the individual less the amount the Host Organisation can recover for Statutory Pay from HMRC.

**Research Awards:** HSC R&D Division will normally allow research staff that are funded 100% of their contracted time on an Award to take maternity, paternity, adoption, parental, sick leave and other special types of leave where these staff fulfil the qualifying conditions of the employing Host Organisations leave policy and will normally make provision for the additional net costs were appropriate. The net cost is the amount paid to the individual less the amount the Host Organisation can recover for Statutory Pay from HMRC.

HSC R&D Division will not normally extend an Award or cover the costs associated with maternity, paternity, adoption, parental, sick leave and other special types of leave for principal or co-investigators (unless they are also research fellows or research assistants funded by the Award). These costs are often included in the calculation of indirect costs or overheads, but are the responsibility of the employer.

In order that the research project can continue, consideration will be given to allowing research funds to be used to cover the cost of making a substitute appointment, to compensate for whole or part of a period of paid leave, provided that these costs do not exceed the direct staff costs of the member of staff on leave. For the avoidance of doubt HSC R&D Division will not normally meet the costs of any replacement staff if they exceed the original agreed direct staff costs of the member of staff on leave. Alternatively the project end date can be extended by a duration, which is mutually agreed, to cover periods of leave.

Research funds may be used to meet the costs of the paid leave only to the extent that it is taken during the original period of the Award. HSC R&D Division will not be responsible for any liability for maternity, paternity, adoption, parental, sick leave and other special types of leave which is taken after the research Award has ended.

In all cases HSC R&D Division expects the Host Organisation to manage the resources on an Award in such a way that it is completed within an agreed timescale and budget.

## **8. Equipment, consumables and services**

8.1 HSC R&D Division does not routinely fund the purchase of equipment. It is expected that essential equipment for the project is already in place or will be covered by overheads or indirect and estate costs incurred by the Host Organisation.

8.2 The purchase of equipment essential to the research project which is unavailable must be discussed with HSC R&D Division on a case by case basis.

---

<sup>4</sup> Individuals employed in or by Health and Social Care (HSC) or in voluntary/not-for-profit organisations in Northern Ireland involved in health or social care provision are usually eligible for HSC R&D Division Education and Training Awards. Employees of Public Sector Bodies other than Health & Social Care (HSC) Bodies, Universities or other HEI employees are not always eligible for these Awards.

- 8.3 Any equipment purchased from Award funds will be primarily for use on the research project for which the research Award was made, and will normally remain the property of the Host Organisation following the completion of the Award. The Host Organisation is therefore responsible for the maintenance and repair or disposal of equipment procured for the purposes of research.
- 8.4 Any transfer of ownership of the equipment during the period of the Award is subject to prior approval by HSC R&D Division. After the project has ended the Host Organisation is free to use the equipment without reference to the HSC R&D Division, but is expected to maintain it for research purposes. Any spare capacity in the use of equipment shall be made available to other users.
- 8.5 The procurement of equipment, consumables and services, including maintenance, associated with an Award must comply with all relevant national and EU legislation and the Host Organisation's own financial policy and procedures. Accepted procurement best practice in the higher education and HSC sectors must be observed. Failure to comply may lead to HSC R&D Division withdrawing the Award.

## **9. Progress and Final Reports**

- 9.1 All Award Holders are required to submit Progress Reports describing the progress of their project. Completion of an online database may be used for this purpose. For the majority of Awards the frequency of these reports will be on an annual basis however depending on the individual nature of the Award, more frequent reports may be required. Continuation of funding of the Award is subject to the receipt of prompt and satisfactory Progress Reports.
- 9.2 All Award Holders are required to submit a Final Report upon completion of their project. Completion of an online database may be used for this purpose. Failure to return a satisfactory Final Report may result in HSC R&D Division withholding all or part of the final claim made against the Award.
- 9.3 HSC R&D Division reserves the right to terminate an Award or impose financial sanctions if the Host Organisation fails to ensure Progress or Final Reports are provided. This could include reducing the Award by an amount considered appropriate or recovering monies paid to the Host Organisation.
- 9.4 Failure to submit acceptable Progress or Final Reports or any other outstanding documentation will affect any current or future applications for funding from HSC R&D Division. Any positive funding decisions following Panel Meetings will be conditional on the receipt of any outstanding paperwork from any member of the research team on previous Awards made by HSC R&D Division.
- 9.5 The format of the Progress and Final Report will depend on the nature of the Award. HSC R&D Division will provide guidance to Award Holders regarding content and format. (General guidance is provided here: <http://www.research.hscni.net/reporting-requirements-award-holders>)
- 9.6 Progress and Final Reports may be subject to external peer review.
- 9.7 Details from the Progress and Final Reports may be placed on the HSC R&D Division website and shared with appropriate key stakeholders or members of the public. HSC R&D Division will endeavour to seek approval from the relevant parties prior to sharing information from the reports.

## 10. Research Outputs and Outcomes

- 10.1 Award Holders are required to inform HSC R&D Division of all the outputs and outcomes (research publications, future linked awards/grants, policy changes, intellectual property etc.) from Award funded research.
- 10.2 When requested to do so, all Award Holders will be required to register with an online research outputs database (e.g. <https://www.researchfish.com/>) and complete details of outputs which have resulted from any HSC R&D Division funding. Award Holders will be required to keep information updated on the online research outputs database for the duration of the Award and up to 6 years after the end of the Award. This period may be shortened or extended by mutual agreement between the Award Holder and HSC R&D Division. Failure to comply with this requirement will be considered before any future funding is awarded to the Award Holder. (Further guidance is provided here: <http://www.research.hscni.net/capturing-outputs-our-funded-research-researchfish>)
- 10.3 HSC R&D Division reserves the right to share information on Award funded research, including from any online research outputs database, with relevant partner organisations (such as HSC Innovations, Department of Health, funding partners etc.)

## 11. Dissemination

- 11.1 HSC R&D Division expects the Host Organisation, the Award Holder and Investigators to promote transparency in research. This includes transparency in the following areas: trial registration; publication and dissemination of research results; access to data; access to tissue and providing information to participants at the end of the study. Please refer to Health Research Authority Guidance<sup>5</sup>
- 11.2 HSC R&D Division insists on the full publication<sup>6</sup> of the results generated with the assistance of an Award.
- 11.3 HSC R&D Division attaches importance to the sharing of research data generated with the assistance of an Award. Research data generated through participation of patients and the public should be made available to investigators beyond the original research team so that it can be put to maximum use by the research community and, whenever possible, translated to deliver patient benefit, advance medical knowledge and provide better value for money from health research.
- 11.4 Prior to any publication, consideration should be given as to whether any intellectual property (IP) has arisen from the research findings and outcomes that are to be published. (see section 13 for assistance with this).
- 11.5 Award Holders will be asked to provide a copy of their abstract and any revised versions of their abstract, which will be used by HSC R&D Division in response to external requests for

---

<sup>5</sup> <https://www.hra.nhs.uk/planning-and-improving-research/research-planning/research-registration-and-research-project-identifiers/>

<sup>6</sup> Full publication/disclosure of research findings (including negative or contradicting results) is an important factor in maximising the value of funded research. It is fundamental to securing returns on research investment, informing and improving clinical practice and protecting patients from unnecessary risks. Failing to publish research findings can lead to: clinical, social care or public health practice not being informed by current evidence; a failure to invest in new interventions proven to be effective; a failure to disinvest in less effective or harmful treatments; unnecessary duplication of studies, perhaps causing patients to be recruited to research where the results should already be known.

information. The content of the abstract should consider any potential disclosure of IP. HSC R&D may publish details of the abstract, names of investigators and project costs.

11.6 Holders of HSC R&D Division Awards may be required to disseminate the findings from their research project via participation in seminars, presentations and conferences upon the request of the HSC R&D Division.

11.7 Holders of HSC R&D Division Awards may be required to disseminate the findings from their research project via provision of written material for publication in HSC R&D Division literature, including the HSC R&D Division newsletter and website, upon the request of the HSC R&D Division.

11.8 It is the responsibility of the Host Organisation, Award Holder and investigators to communicate the research to the public at a local and national level.

11.9 HSC R&D Division encourages publication in Open Access journals.

## **12. Acknowledgement of support**

12.1 The support of the Public Health Agency, HSC R&D Division must be appropriately acknowledged in any published or public communication including all forms of media communication, including media appearances, press releases and conferences. A copy of the PHA HSC R&D Division Logo can be obtained from HSC R&D Division on request. (Further guidance is provided here: <http://www.research.hscni.net/acknowledging-hsc-rd-division>)

12.2 All publications should acknowledge the funding source using the standard format agreed by funders and publishers.

12.3 A paper must not be described as a 'Report of HSC R&D Division' without the HSC R&D Division's prior approval. Award Holders shall not give the impression in any statement, public or otherwise, that they are, on account of the research, advisers or acting in any official capacity for HSC R&D Division.

## **13. Exploitation and Impact**

13.1 As funder, HSC R&D Division makes no claim to intellectual property (IP) emerging from an Award.

13.2 The Host Organisation shall ensure that all persons engaged on the project are employed on terms that vest in their employer all emergent IP.

13.3 The Host Organisation is free to exploit and commercialise emergent IP, including by filing patent applications, licensing or assignment. In doing so, the Host Organisation shall have regard to the wish of HSC R&D Division that IP is identified, protected and exploited for the benefit of the HSC and its service users.

13.4 As far as practical, in any licensing, assignment or other intellectual property transfer arrangements rights of the Host Organisation to use the IP for research and teaching purposes shall be retained. The Host Organisation shall report all such licenses, assignments and other IP transfer arrangements to HSC R&D Division.

13.5 Any IP arising from a research project will recognise the contribution made by all the parties involved in the project. In cases where the Host Organisation is collaborating on the project

with another institution the institutions shall put in place before the collaboration begins a written agreement that describes how emergent IP shall be managed. For clarity, a multi-institution collaboration exists when any person engaged on the project does not hold an appointment with the Host Organisation or when any person engaged on the project is participating through an appointment (honorary or substantive) with another institution. In cases where personnel engaged on the project hold appointments, honorary or substantive, with more than one institution, the collaboration agreement shall set out the roles in which each such person is acting on the project.

13.6 The Host Organisation shall notify the HSC R&D Division within 30 days of any IP arising from the project being identified to the Host Organisation.

13.7 The Host Organisation and Award Holder shall assess the output from the project to identify emergent IP and ensure that it is managed appropriately for the benefit of the HSC and service users. The Award Holder should consult an appropriate source of expertise. For example: HSC Innovations ([www.innovations.hscni.net](http://www.innovations.hscni.net)) is funded by HSC R&D as a source of expertise in IP management and is available to advise all HSC bodies on such matters. In Queen's University Belfast – the Enterprise Development directorate and in the University of Ulster – the Department for Research and Innovation can provide advice.

13.8 HSC bodies are reminded that arrangements concerning ownership, commercialisation and revenue sharing from IP exploitation are set out in the latest edition of the HSC Innovation / Intellectual Property Policy – see [www.innovations.hscni.net](http://www.innovations.hscni.net). HSC R&D Division reserves the right to share information on Award funded research with HSC Innovations.

13.9 The Award Holder and Host Organisation shall take reasonable steps to ensure that no publication of the research outputs takes place in any form whatsoever before an assessment of emergent IP has been made and steps taken to ensure protection of that intellectual property. This can include 1:1 conversations; presentations; conference abstracts etc.

## **14. Disclaimer**

14.1 Any contract of employment associated with an Award will be with the employing Host Organisation(s) and not with HSC R&D Division. HSC R&D Division is not responsible for any injury to or death of any person, or for any loss of or damage to property of any kind, occasioned by or arising out of the Award Holder's own negligence or the negligence of any other person employed by the organisations associated with an Award. HSC R&D Division will not be responsible for claims under any statute or at common law, nor will it indemnify the organisations associated with an Award against any claim for compensation or against any other claims for which they may be liable.

## **15. Termination of an Award**

15.1 The Award Holder, HSC R&D Division and the relevant Host Organisation(s) shall endeavour to resolve any difficulties which arise that are likely to jeopardise an Award. The HSC R&D Division reserves the right to terminate an Award if progress to complete the research programme within the agreed period is not satisfactory.

15.2 Without affecting any other right or remedy available to it, HSC R&D Division may terminate this agreement with immediate effect by giving written notice to the Host Organisation if:

- a) the Host Organisation commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- b) the Host Organisation repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- c) the Host Organisation suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of article 103 of the Insolvency (Northern Ireland) Order 1989 (IO 1989) or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of article 242 of the IO 1989 or (being a partnership) has any partner to whom any of the foregoing apply;
- d) the Host Organisation commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Host Organisation (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- f) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Host Organisation (being a company);
- g) the holder of a qualifying floating charge over the assets of the Host Organisation (being a company) has become entitled to appoint or has appointed an administrative receiver;
- h) a person becomes entitled to appoint a receiver over all or any of the assets of the Host Organisation or a receiver is appointed over all or any of the assets of the Host Organisation;
- i) the Host Organisation is the subject of a bankruptcy petition, application or order;
- j) a creditor or encumbrancer of the Host Organisation attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Host Organisation's assets and such attachment or process is not discharged within 14 days;
- k) any event occurs, or proceeding is taken, with respect to the Host Organisation in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1(c) to clause 15.1(j) (inclusive);
- l) the Host Organisation suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- m) there is a change of control of the Host Organisation.

In the event HSC R&D Division terminate this agreement, whether under this clause 15 or otherwise, all payments due to the Host Organisation shall immediately cease to be due and HSC

R&D Division shall not be obliged to make any further payments to the Host Organisation, including in respect of work done but not yet paid.

## **16. Limitation of liability**

16.1 Nothing in this agreement limits any liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- d) the indemnities set out in clause 17 of this agreement.

16.2 Without prejudice to the provisions of clause 15, the parties' total liability shall not exceed the value of the Award, initially awarded to the Host Organisation. Total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement.

16.3 Subject to clause 16.1, neither party shall be liable to the other in respect of the following types of loss:

- a) loss of profits;
- b) loss of sales or business;
- c) loss of agreements or contracts;
- d) loss of anticipated savings;
- e) loss of use or corruption of software, data or information;
- f) loss of or damage to goodwill;
- g) indirect or consequential loss.

## **17. Indemnity**

17.1 The Host Organisation shall indemnify HSC R&D Division against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by HSC R&D Division arising out of or in connection with:

- a) any claim made against HSC R&D Division for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Host Organisation's actions under this agreement;
- b) any claim made against HSC R&D Division by a third party arising out of any breach of the Data Protection Act 2018 (or any equivalent legislation in the Republic of Ireland) or the General Data Protection Regulation ((EU) 2016/679) where such breach arises out



of or in connection with the Host Organisation's acts or omissions whilst carrying out the Award;

- c) any penalty or fine imposed on the HSC R&D Division by the Information Commissioner's Office (or any equivalent body in the Republic of Ireland) arising out of or in connection with the Host Organisation's acts or omissions whilst carrying out the Award;
- d) any claim made against HSC R&D Division by a third party for death, personal injury or damage to property arising out of or in connection with the Host Organisation's acts or omissions whilst carrying out the Award.

17.2 If a payment due from the Host Organisation under this clause is subject to tax (whether by way of direct assessment or withholding at its source), HSC R&D Division shall be entitled to receive from the Host Organisation such amounts as shall ensure that the net receipt, after tax, to HSC R&D in respect of the payment is the same as it would have been were the payment not subject to tax.

Any losses sustained by HSC as detailed in Clause 17.1 would be capped as per clause 16.2.

## **18. Force majeure**

18.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

## **19. Assignment etc**

19.1 HSC R&D Division may at any time assign, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement

19.2 The Host Organisation shall not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

## **20. Survival**

Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

## **21. Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **22. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **23. Severance**

23.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

23.2 If any provision or part-provision of this agreement is deemed deleted under clause 23.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

### **24. No partnership or agency**

24.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of the other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

### **25. Further assurance**

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.

### **26. Notices**

26.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b) sent by email to [enquiry.rdpha@hscni.net](mailto:enquiry.rdpha@hscni.net)

26.2 Any notice or communication shall be deemed to have been received:

- a) if delivered by hand, on signature of a delivery receipt;
- b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service. In this clause 26.2(b) business day means a day, other than a Saturday, Sunday or public holiday in the place of receipt; and

- c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 26.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

26.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **27. Retention of Documentation and Data Sharing**

Documentation should be retained in accordance with (EU) 1303/2013 Article 140 (accessible at <https://ec.europa.eu/digital-single-market/en/news/regulation-eu-no-13032013-european-parliament-and-council>) and be made available to HSC R&D Division upon request up to the end of December 2024. Documents are to be kept either in the form of originals, or certified true copies of the originals, or on commonly accepted data carriers including electronic versions of original documents or documents existing in electronic version only.

## **28. Audit**

28.1 The Host Organisation shall keep and maintain until six years after this agreement has been completed, or as long a period as may be agreed between the parties, full and accurate records of this agreement including:

- a) all the activities carried out in pursuance of the Award;
- b) all payments paid to it by HSC R&D Division;
- c) any other records as may be requested by HSC R&D Division.

28.2 The Host Organisation shall on request afford HSC R&D Division or HSC R&D Division's representatives such access to those records as may be required in connection with this agreement.

## **29. Freedom of information**

29.1 The Host Organisation acknowledges that HSC R&D Division is subject to the requirements of the Freedom of information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs"). The Host Organisation shall:

- a) provide all necessary assistance and cooperation as reasonably requested by HSC R&D Division to enable HSC R&D Division to comply with its obligations under the FOIA and EIRs;
- b) transfer to HSC R&D Division all requests for information or an apparent request under the FOIA or the EIRs ("Requests for Information") relating to this agreement that it receives as soon as practicable and in any event within 2 business days of receipt, where "business day" means a day, other than a Saturday, Sunday or public holiday in Northern Ireland;
- c) provide HSC R&D Division with a copy of all information (as defined under section 84 of FOIA) ("Information") belonging to HSC R&D requested in the Request For Information

which is in its possession or control in the form that HSC R&D Division requires within 5 business days (or such other period as HSC R&D Division may reasonably specify) of HSC R&D Division's request for such Information; and

- d) not respond directly to a Request For Information unless authorised in writing to do so by HSC R&D Division.

29.2 The Host Organisation acknowledges that HSC R&D Division may be required under the FOIA and EIRs to disclose Information (including commercially sensitive information) without consulting or obtaining consent from the Host Organisation. HSC R&D Division shall take reasonable steps to notify the Host Organisation of a Request For Information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) HSC R&D Division shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

### **30. Governing Law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Northern Ireland.

### **31. Jurisdiction**

Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.