

## 1 DEBRA UK GRANT TERMS & CONDITIONS

### Background

This Agreement sets out the terms and conditions upon which Debra (Company number 04118259 “We/Us”) offer a Grant to you in order to carry out certain activities as referenced in the Award Letter from Us and forms (together with the Acceptance of Terms and Conditions form, as referenced herein) a legally binding agreement between Us and you (“the Applicant”).

#### 1. DEFINITIONS

In these Terms, the following definitions apply:

- 1.1 **Actual Start Date:** the actual start date of the Grant Activities notified by you to us under clause 11.2;
- 1.2 **Agreement:** the terms and conditions upon which the Grant is made comprising the Award Letter, these Grant Terms and any policies which we notify you from time to time.
- 1.3 **Award Letter:** the letter from us offering the Grant to you;
- 1.4 **DEBRA-Funded IP:** intellectual property created, exemplified or developed (whether wholly or in part) from the Grant Activities;
- 1.5 **Final Report:** a form provided by us and completed by the Grantholder on which you report on the Grant Activities upon conclusion of the Grant Activities;
- 1.6 **Grant:** the grant referenced in the Award Letter;
- 1.7 **Grant Activities:** the activities funded by the Grant referenced in the Award Letter;
- 1.8 **Grant Terms:** the terms and conditions set out in this document;
- 1.9 **Grant Period:** the period of the Grant set out in the Award Letter;
- 1.10 **Grantholder:** the lead applicant identified in the Award Letter;
- 1.11 **Lay Summary:** a short description of the Grant Activities in layman’s terms provided by you in the application for the Grant
- 1.12 **Institution:** any university, institution, medical school, hospital, research institution, research council or other organisation (other than you) at which the Grant Activities are carried out and or to which the Grant payments are provided;
- 1.13 **Participants:** any individuals working on the Grant Activities; in addition to the

Grantholder this includes but is not limited to any other employee, student, visiting worker, applicant, collaborator, sponsor, supervisor, consultant, sub-awardee, subcontractor and any other individual working on the Grant Activities;

- 1.14 **Principal Investigator:** the individual who holds a senior established research position at the Institution and is performing or supervising the Project, as named in the Award letter.
- 1.15 **Progress Report:** a form provided by us and completed by the Grantholder on which you report on the Grant Activities during the Grant Activities;
- 1.16 **Project:** the research project for which the Grant is awarded, as set out in the application form
- 1.17 **us/we and our** DEBRA, a charity registered in England and Wales with number 1084958 and in Scotland with number SC039654; it is a company limited by guarantee registered in England and Wales with company number 04118259; and
- 1.18 **you/your** the university, institution, research council or other organisation that employs the Grantholder and has principal responsibility for administering the Grant, as specified in the Award Letter.

## 2 Notice

- 2.1 Successful applicants will be notified in writing by DEBRA after grants are approved for funding by way of an Award Letter. The Award Letter will include dates of the grant period and the amount of funds approved during the period indicated. Applicants must accept the award within 6 months of the date of the Award Letter.

## 3 Grant Agreement

- 3.1 The Grant is awarded to the institution on the basis the Principal Investigator will carry out or supervise the Project.
- 3.2 On notification of the Grant, DEBRA will send the Applicant a Payment Details form and an Acceptance of Terms and Conditions form. These forms must be completed and signed by authorised staff at the institution of the Applicant and the Principal Investigator and returned to DEBRA at least one (1) month before the Grant's proposed start date.
- 3.3 By completing and signing the Acceptance of Terms and Conditions form, the Institution and the Principal Investigator agree to accept the grant and comply with these Terms and Conditions.

#### **4. Photograph**

A quote about the project and a high resolution (print quality) digital photograph of the Principal Investigator and optionally one of all members of the research group, must be submitted.

#### **5. Purpose of Grant Terms**

- 5.1 You must ensure that the Grant Activities are carried out by you, the Grantholder, all other Participants and any Institutions, in accordance with this Agreement.
- 5.2 If the funds for your Grant are, in part or in whole, received by us from another source, which has its own additional terms and conditions, we will make that clear to you in the Award Letter. Acceptance of the Grant Award means that you agree to meet these additional terms and conditions too.

#### **6. Legal Compliance, Research Practise and Governance**

- 6.1. You must ensure that the Grant Activities are carried out in accordance with all applicable legal, health and safety, ethical and regulatory requirements (including in particular those relating to human tissue, data protection, bribery and clinical trials), and that all necessary licences and approvals have been obtained and are in place at all required times during the Grant Period.
- 6.2. You must ensure that any element of the Grant Activities that involves the use of protected animals is carried out in accordance with applicable law and is, as a minimum standard, carried out in accordance with the principles of legislation in England and Wales (for further information, consult the UK Government Home Office website, in particular the Animals (Scientific Procedures) Act 1986, regardless of where the Grant Activities are carried out.
- 6.3. The Grant must not be used for any research on animals which has not been approved and set out in the Grant Activities.
- 6.4 DEBRA will only support the use of protected animals where no valid alternative exists, and the applicant must have regard to animal welfare and advances in the refinement, replacement and reduction of animal uses

#### **7. Good Research Conduct**

- 7.1. You will use your best endeavours to reduce the risk of research misconduct by the Participants.
- 7.2. You must have in place formal written procedures for the handling of allegations of research misconduct. The procedures must be provided to us upon request.

- 7.3. You must inform us in confidence at the earliest opportunity about allegations, any investigation, progress of the investigation and the investigation outcome of research misconduct that relates to the Grant Activities or the Participants.
- 7.4. We reserve the right to investigate any allegations of research misconduct that relate to the Grant Activities or the Participants as we reasonably see fit and you will provide information and assistance to us for that purpose.
- 7.5. Where allegations of research misconduct are investigated and upheld by you, us or any other competent authority, we reserve the right to impose sanctions which may include (but are not restricted to):
- a) removal of Participants from the Grant Activities;
  - b) retraction of published work;
  - c) monitoring of future work;
  - d) withdrawal of all or part of unpaid Grant;
  - e) requiring you to reimburse us for payments already made under the Grant; and
  - f) termination of the Grant and the Agreement.

## **8. Conflict of Interest**

- 8.1. You are responsible for the identification and management of conflicts of interest relating to the Grant Activities. You will notify us of any conflict of interest relating to the Grant Activities which arises and keep us informed of the actions taken to resolve the conflict.

## **9. Employment**

- 9.1. We do not employ you or any of the other 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.
- 9.2. It is your responsibility to ensure that all clinical staff have the necessary professional registration and occupational health clearance. We accept no liability arising out of matters relating to fitness to practice.
- 9.3. You must ensure that all your permanent and temporary staff and students involved in the Grant Activities receive training appropriate to their duties, in accordance with any applicable legal and regulatory requirements.

## **10. What the Grant May and May Not Be Used For**

- 10.1 The Grant must be spent exclusively in support of the Project and within the Grant Period, and no funds received under the grant may be transferred to other projects or used for other purposes without the written consent of DEBRA.

- 10.2** The Grant is based on the budget submitted with the application and will be in the amount specified in the Award letter. The Grant will not be increased to reflect any increase in cost, and any such increase is the responsibility of the Institution.
- 10.3** The Grant must be spent in accordance with the original budget that was submitted with the application for the Grant.
- 10.4** Unless the Award Letter says otherwise, the Grant may not be used to fund:
- a)** any part of the salary of the Applicant, as he/she must be in a fully salaried position with you, guaranteed for at least the Grant Period;
  - b)** any part of the salary of research assistants on senior academic or senior clinical salary grades; or
  - c)** attendance at meetings or conferences, unless the Participant in question will be presenting work funded by the Grant.
- 10.5** Under no circumstances may the Grant be used to meet administrative or other overheads imposed by you or any institution.
- 10.6.** Where permitted by the Award Letter, payment for salaries and recurrent expenses within the scope of the Grant will only be paid quarterly in arrears upon receipt of the appropriate invoice.
- 10.7.** The Grant will not be increased to reflect any increases in costs, and any such increase is the responsibility of the Institution.
- 10.8.** We will not pay any invoice submitted more than one year after the end of the Grant Period.

## **11. Management of the Grant**

- 11.1.** We will not make any payments under the Grant:
- a)** unless we receive, within two months of the date of the Award Letter, a copy of the Award Letter signed by you and the Grantholder;
  - b)** unless we are satisfied that you have fulfilled any pre-conditions in the Award Letter within the time specified in the Award Letter;
  - c)** until we have received a valid invoice from you in relation to the payment sought showing in detail how each component of the payment relates to the relevant component of the Grant;
  - d)** if you are in breach of your reporting obligations pursuant to this Agreement.
- 11.2** The Grant Activities must be started as soon as possible and in any event within 6 months or the earlier of the proposed start date given in your application and any start date referred in the Award Letter, otherwise we reserve the right to withdraw the Grant. You must notify us promptly of the actual start date of the Grant Activities and any change of Participants or Institutions. In exceptional circumstances, the Institution may request a delayed start date in writing. DEBRA will notify the Institution of its decision in writing. The grant will be awarded for the

period specified in the award letter.

- 11.3. To allow the institution to meet the agreed objectives of the grant, funds may be transferred within and between budget categories without prior approval provided the amount transferred is no more than 10 per cent of the budget of the Project that year and is attended to achieve the original objectives for the Project. DEBRA must be notified of any such transfers in the next annual progress report and financial report which are submitted in accordance with section 11.9.
- 11.4. All transfers must be within the approved budget amounts as set out in [the Awards Letter ?]. For budget transfers greater than 10 per cent of the yearly budget or intended to achieve different objectives from those originally agreed, the Principal Investigator must contact DEBRA in advance to seek approval for the proposed change to the budget and, when relevant, to the objectives.
- 11.5. Requests for budget transfers should be emailed to DEBRA in the form of an attached letter explaining, in sufficient detail, the need for the budget transfer, breakdown of the proposed changes and impact on the Project.
- 11.6. Where the Grant includes an allocation for salary costs we will not be liable to pay any salary costs in addition to those set out in the application for the Grant.
- 11.7. You must ensure that the Grant Activities are supported by adequate and appropriate resources and facilities.
- 11.8. You shall tell us at once if there is a significant change to the scope of the Grant Activities (including, where relevant, any increase in the number of animals used), or if there are any factors that may adversely affect the Grant Activities or compliance with the Agreement (including but not limited to suspicion of or actual fraud, corruption or financial impropriety).
- 11.9. You are responsible for ensuring that we are sent by the Grantholder:
  - a) Progress Reports and Financial Reports during the Grant Period on each anniversary of the Actual Start Date (or six months after the Actual Start Date where the Grant Period is one year or less) and at such other times as we require; and
  - b) a Final Report and Financial Report within three months of the end of the Grant Period.
- 11.10. If we do not receive the Final Reports within three months of the end of the Grant Period, we reserve the right to withdraw the final payment of the Grant.
- 11.11. Progress Reports and Final Reports may be circulated to our board of trustees, the Medical and Scientific Advisory Panel, DEBRA affiliates and DEBRA Committees. If there is any reason why this should not occur with an individual report, please inform us in writing at the time of application.
- 11.12. The Lay Summary may be made available to the public (including on our website) and circulated to our other grantholders and national epidermolysis bullosa support groups. If there is any reason why this should not occur with an individual Lay



Summary, please inform us in writing at the time of application. If we edit the Lay Summary and send it to you for approval you shall provide us promptly with your comments.

- 11.13. Until three years after you have received the final Grant payment, you must keep all invoices, receipts, accounts and other relevant documents relating to the Grant Activities, and provide these to us if we ask you for them and ensure that the Institutions do likewise.
- 11.14. We will hold back 10%, or 3 months of the Award (whichever is /greater), until:
- a) we have received the Final Report; and
  - b) we are satisfied that any research outputs supported in whole or in part by the Grant comply with our publication requirements at clause 17.1 and section 19.
- 11.15. You must repay to us any part of the Grant that has not been spent when the Grant Activities have been completed.
- 11.16. You must allow us, at our expense and on reasonable notice, to audit your accounts, records, systems and facilities in relation to the Grant.

## 12. Equipment

- 12.1. You must ensure that any equipment funded wholly or partially 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.
- 12.2. You shall inform us if, during the Grant Period, the need for equipment funded wholly or partially by the Grant substantially decreases or such equipment is not being used for the purpose for which it was funded. We reserve the right to require you to dispose of such equipment and to pay the proceeds of sale to us.
- 12.3. You must ask for our written permission to use the equipment for any other purpose, including if you wish to charge, hire, lend or dispose of it.

## 13 Unfunded Extension

- 13.1 The Grant Period may be extended for up to one year beyond the date specified in the Award letter with prior written approval from DEBRA. No additional funds will be provided. Requests for extensions should be made no less than three months prior to the expiration of the Grant Period.
- 13.2 The request should be emailed to DEBRA in the form of an attachment letter explaining in sufficient detail, the reason for the delay, the need for an extension, and a breakdown of the work that will be carried out during the extension. Any Grant budget underspend also needs to be documented in the letter.

- 13.3** DEBRA will notify the Principal Investigator and the Institution in writing of its decision whether or not to allow the extension. Depending on the length of the extension, an interim progress report and an interim financial statement may be requested from the Principal Investigator, detailing the work carried out up to the extension date.

## **14 Monitoring of the Grant**

### **14.1 Budget and Management**

The Institution and Principal Investigator are responsible for ensuring accurate financial tracking and management of the grant.

### **14.2 Annual Progress Report**

At the end of each year during the Grant Period, the Principal Investigator must submit a progress report to DEBRA via email. DEBRA will send a progress report form beforehand to complete and return. The completed form should summarise any progress made on the scientific objectives and milestones as outlined in the grant application, as well as a summary of the Project's key scientific findings so far.

### **14.3 Financial Report**

In addition to the annual report, an annual financial report is also required.

- a) The financial report must be signed by the Principal Investigator and countersigned by a representative from the finance department of the Institution.
- b) It should include details in at least the following categories: Personnel, PhD students, Equipment, Supplies, Travel to conferences/meetings, publications and Miscellaneous.
- c) All budget transfers made under section 11.3 should also be reported in the annual financial report. Any queries regarding financial reports can be sent to DEBRA.
- d) The Progress and financial reports will be reviewed by DEBRA and at its discretion, funds for the second and third years of the Grant may be withheld based on any issues highlighted in the progress or financial reports (which are not addressed) or if progress or financial reports are not submitted.

## **15 Liaison Visits**

- 15.1** In the second year of the Grant Period, DEBRA may arrange with the Principal Investigator a liaison visit to the Institution. The Principal Investigator will be asked to give a presentation on the progress of the project followed by a more detailed



evaluation of any issues that the Principal Investigator or DEBRA would like to raise as part of the monitoring of the Grant.

- 15.2** On occasions, journalists and or/potential fundraising donors may be invited to be part of the meeting. This is an excellent opportunity for DEBRA non science staff and for donors to learn more about the work funded by DEBRA, so the cooperation of the Principal Investigator in organising the meeting will be required.
- 15.3** The Principal Investigator and Institution agree that DEBRA staff may take photographs or video footage to document the liaison visit, as well carry out interviews with the Principal Investigator and other relevant research staff members, and that any photos, video footage and interview copy or quotes collected during a liaison visit may be used in all DEBRA external materials.

## **16 Final Report**

- 16.1** Within three months of the completion of the Grant Period, DEBRA requires a final comprehensive report to show the Project's accomplishments, DEBRA will send the Principal Investigator the relevant forms to complete.
- 16.2** The final report must include:
- a) A final year progress report form – including a scientific summary, a plain language summary and a grant report
  - b) A final statement – signed by the Principal Investigator and a representative from the finance department of the institution.
  - c) Electronic copies of all publications, manuscripts in review and accepted conference abstracts, posters and oral presentations.
- 16.3** Failure to submit a final report (using all reasonable endeavours) may result in automatic disqualification from submitting a grant application to DEBRA for three years. Occasionally, the Principal Investigator may be asked to present the Project's findings to the DEBRA office at the end of the Grant Period.

## **Dissemination**

### **17 Acknowledgment**

- 17.1.** 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 shall be delayed for a reasonable period to allow for protection of intellectual property pursuant to clause 24.
- 17.2.** The Principal Investigator and the Institution must acknowledge DEBRA in all outputs relating to the Grants and Projects, as well as all PR (public relations) and communication activities relating to the Grant and Project. Acknowledgement of DEBRA is essential to allow it to fundraise, publicise its work and show the scope of the research funded.

- 17.3.** All Public Relations (PR) and Communication activities must be conducted in liaison with DEBRA Communications team, which must be informed at least four weeks prior to implementation. We must be provided with an embargoed copy of any press release about the Grant or Grant Activities prior to its release. This enables us to respond properly to the enquiries we receive from the DEBRA community immediately after such press release.
- 17.4.** The Principal Investigator and the Institution must use the wording below when acknowledging a grant from DEBRA. When appropriate, such as in a scientific journal article, the grant number must be included.
- 'Funding for xxx - grant number was obtained from DEBRA UK.'
- 17.5.** You must also contact us immediately if you become aware of anything related to the Grant or Grant Activities that may have an adverse reputational impact on you, us, the Grantholder, a Participant, or an Institution.

## **18 Use of DEBRA Logo**

- 18.1.** Principal Investigators and the Institution must acknowledge DEBRA in all outputs that we have funded.
- 18.2.** All new Principal Investigators will be sent electronic copies of the DEBRA logo for use. If logos are updated Principal Investigators will be sent new versions, which must be used. All such logos will remain the property of DEBRA.
- 18.3.** The Principal Investigator and the Institution must acknowledge their grant from DEBRA in any publications, materials or talks regarding the project including but not limited to the following cases:
- a)** Publications resulting from research supported wholly or in part by DEBRA
  - b)** Posters and/or presentations at conferences from research supported wholly or in part by DEBRA
  - c)** Public materials, including press releases or advertisements for jobs related to the Project or the Grant
  - d)** Online Promotional activity, including blogs, e-newsletters and social media
  - e)** The Institutions and/or the Principal Investigators research group website (s)
  - f)** Invited talks to research institutions, hospitals or public lectures and
  - g)** Other relevant output related to the research supported wholly or in part by DEBRA
  - h)** Electronic copies of all relevant above materials must be sent to DEBRA prior to publication, to allow DEBRA to check and approve the correct grant acknowledgment and use of the logos.

## **19 Publications**

- 19.1. The Principal Investigator should send copies of all published papers, submitted manuscripts and conference abstracts regarding the Project to DEBRA throughout the Grant period and for five years after the grant has ended.
- 19.2. The Principal Investigator must notify DEBRA as soon as a submitted manuscript under review is accepted for publication by a journal. This will enable the DEBRA communication team and DEBRA Research Team, in consultation with the lead author, to design appropriate plans for media and communications work prior to publications.
- 19.3. The Principal Investigator must inform DEBRA of the proposed publication date as soon as it is known, and must send DEBRA a copy of the final print version PDF file of the grant paper once the journal has made it available to them.

## **20 Conferences/Scientific meetings**

- 20.1. Principal Investigators and collaborators are strongly encouraged to present the results of the Project at appropriate conferences and relevant scientific meetings.
- 20.2. The Principal Investigator is required to give DEBRA advance notice of their attendance, or the attendance of any individuals working on the Project, at such a conference (two months if possible) and to acknowledge DEBRA as part of the poster/oral presentation.
- 20.3. The support of DEBRA must be acknowledged in any conference posters or oral presentation resulting from research supported wholly or in part by DEBRA.
- 20.4. The Principal Investigators must send DEBRA copies of accepted conference abstracts and posters.
- 20.5. The relevant DEBRA logo must be used in any conference posters or oral presentation resulting from research supported wholly or in part by DEBRA.

## **21 Publicity, engagement and communications with DEBRA**

- 21.1. The institution and Principal Investigators are therefore required to work with DEBRA to co-ordinate and maximise publicity and communication opportunities arising from the Grant. We request that the institution and Principal Investigators support us in this vital part of our work.
- 21.2. DEBRA expects our researchers to contribute to its fundraising and engagement initiatives. This could be hosting lab tours, speaking at events or writing articles or blogs for our website.
- 21.3. We would expect you to accept invitations to peer review grant applications for us,

where appropriate.

## **22 Announcing the grant**

- 22.1.** A standard release form is included in the full application form and it is required that the Principal Investigator sign and submit it as part of the full application. This allows DEBRA to describe the Project and identify the Institution, Principal Investigator, and other investigators in health information, fundraising and publicity materials.
- 22.2.** DEBRA must be informed before any announcement is made in relation to the newly awarded Grant through any external communication channel e.g. Institution newsletter, press release, social media.
- 22.3.** Grant awards are announced on our websites and via social media after grants have been approved. In addition, if appropriate, press releases will be written by DEBRA and cleared through the Principal Investigator and/or Institution press office for general distribution. The Principal Investigator will need to be available for any interviews by the media.
- 22.4.** A link to the DEBRA website should be added to relevant department or project pages of the Institution and/or Principal Investigator's website. Please inform DEBRA as soon as the link has been added. The DEBRA URL is [www.debra.org.uk](http://www.debra.org.uk)

## **23 Publicising the grant process and its findings**

- 23.1.** During the Grant Period, the Institution, the Principal Investigator, publications and other activities relating to the Project, such as a liaison visit may be publicised by DEBRA.
- 23.2.** It is likely from time to time the Institution and/or Principal Investigator will be called upon to help with press calls or act as a spokesperson regarding the topic of their Grant. Although this is not expected to be onerous or time-consuming task, it is a condition of the Grant that the Institution and the Principal Investigator will assist with this wherever reasonably possible.
- 23.3.** Any press calls directed to the Institution or the Principal Investigator will have been screened through the DEBRA Communications team and discussed beforehand with the Institution or the Principal Investigator.
- 23.4.** It is important that we explain the findings of our grants. Copies of papers due for publication in relation to the Project must be forwarded to the DEBRA when publication is confirmed.
- 23.5.** DEBRA's Communication Team will liaise with the Principal Investigator and the journal about the suitability of this work for a press release, embargoed until publication date. The press release will be written by the DEBRA Communication Team in conjunction with the DEBRA Research team and cleared through the Principal Investigator and the Institution's press office, as appropriate. Where the

content of a press release cannot be agreed, neither the Principal Investigator, the Institutions nor DEBRA should issue a press release.

- 23.6. The Institutions and the Principal Investigator may also be interviewed for an article to be featured in one of our DEBRA newsletters, websites or blogs, asked to contribute to blogs and/or social media activities, or on occasion asked to input into other DEBRA activities relevant to their research work.
- 23.7. The Institutions and the Principal Investigator might be asked to give a presentation on the Project for events organised by DEBRA.

## **24 Intellectual Property and its Exploitation**

- 24.1. You must have procedures for the identification, protection, management and exploitation of DEBRA-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 workers and subcontractors) is employed, engaged or retained on terms that vest all DEBRA-Funded IP in you.
- 24.2. You must notify us as soon as reasonably practicable of any potentially patentable invention or other potentially valuable DEBRA-Funded IP and obtain our prior written consent for any publication or other disclosure of it in any form.
- 24.3. You must obtain our prior written consent before you make any commercial use of, or grant to any third party any exploitation rights over, DEBRA-Funded IP so that we can be satisfied that the proposed use is an appropriate means of achieving charitable public benefit. As a condition of granting consent, we may require you to agree with us (and any third party which has part-funded the DEBRA-Funded IP) equitable revenue-sharing and/or equity-sharing terms in relation to such exploitation.
- 24.4. If you do not protect, manage or exploit any DEBRA-Funded IP to our reasonable satisfaction, then we shall have the right, by giving you six months' written notice, to protect, manage and exploit the DEBRA-Funded IP ourselves. We may exercise this right sooner where we reasonably consider that the opportunity to protect, manage or exploit the DEBRA-Funded IP for charitable public benefit could be lost if more immediate action is not taken. You agree to do, and will ensure that the Participants and Institutions do, all acts required to assist us in such protection, management and exploitation.
- 24.5. You must obtain our prior written approval before using any third party to carry out your obligations under this clause 24.
- 24.6. You grant to us a perpetual, irrevocable, worldwide, non-exclusive royalty-free licence (with the right to sub-licence) to use all DEBRA Funded-IP for non-commercial research, teaching and publication.
- 24.7. We acknowledge that you shall have the right to use all DEBRA-Funded IP for the

purposes of non-commercial research, teaching, and publication subject to clause 24.2.

## **25 Data Protection**

- 25.1. DEBRA, all signatories, Grant Holders and the Institution shall comply with their obligations under applicable data protection legislation, including, as applicable, the Data Protection Act 2018 and General Data Protection Regulation (GDPR) (or its equivalent implementing legislation) and including where applicable the guidance and codes of practice issued by the information Commissioner or any other regulator. Any data protection terms in this clause shall have the meaning ascribed to them by the GDPR.
- 25.2. DEBRA, all signatories, Grant Holders and the Institution agree that any processing operations under the Conditions of Grant conform to the following descriptions: [missing wording].

### **DEBRA as Data Controller**

- 25.3. DEBRA is required to process personal data in order to process the application and /or Grant, for the purposes of audit, evaluation, management and for promoting the work of DEBRA and the Grant.
- 25.4. Personal data relating to the applicant(s) and/or individuals funded by the Grant may be disclosed to and processed by external peer reviewers, government and other research bodies.
- 25.5. DEBRA may publish personal data of the Grant Holder(s) and others funded by DEBRA and the title and abstract of the subject matter of any Grant on its website or in its annual report or other publications from time to time.

### **The Institution as Data Controller**

- 25.6. The Institution will be Data Controller for all personal data processed under the Grant.
- 25.7. DEBRA may contact Principal Investigators, any co-applicants and their Institutions by post, telephone or e-mail about their grants and the other research activities of DEBRA.

## **26 Liability**

- 26.1. We do not accept any responsibility for financial or other liability incurred by you, any Institution, or any Participant that may arise out of the Grant Activities.
- 26.2. You shall have in place during the Grant Period and any subsequent exploitation



of DEBRA-Funded IP, appropriate policies of insurance.

## **27 Grant Period and Termination**

- 27.1.** The Agreement shall commence on the date that we receive the Award Letter countersigned by you. The Agreement shall continue in force unless terminated by us or until the end of the Grant Period, the receipt by us of the Final Report or the payment by us of the final Grant payment to you.
- 27.2.** We may terminate the Agreement immediately by notice in writing to you at any time:
- a)** if you are in material breach of the Agreement which has not been remedied within 30 days of written notice to do so or are in persistent breach of the Agreement. This includes but is not limited to breach through the actions or omissions of the Grantholder;
  - b)** as set out at clause 7.5(f);
  - c)** if the Grantholder ceases to lead and manage the Grant Activities without our prior written consent;
  - d)** research developments after we make the Grant indicate in our reasonable opinion that the Grant Activities are no longer worthwhile; or
  - e)** we no longer have the financial resources to pay the Grant for the full Grant Period.
- 27.3.** You may terminate the Agreement immediately by notice in writing to us at any time if we are in material breach of the Agreement which has not been remedied within 30 days of written notice to do so or in persistent breach of the Agreement.
- 27.4.** On termination of the Agreement for any reason:
- a)** we shall not be obliged to make any further payments of the Grant;
  - b)** you will return to us any Grant funds that have not been committed to properly incurred expenditure on the Grant Activities;
  - c)** however, in the event of termination by us under clause 29.2(d) or 29.2(e) or termination by you under clause 29.3, we will reimburse to you any costs and expenses within the scope of the Grant which were reasonably incurred by you before the date of termination which are not covered by Grant payments made before the date of termination; and
  - d)** you will provide to us such detailed invoices and supporting documentary evidence as we reasonably require to enable us to comply with this clause 29.4 and to verify that you have complied with it.
- 27.5.** Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement including clauses 4, 7, 8, 11.10 to 11.15 inclusive, 12.3, 17, 18, 19, 20, 21, 24 and 28 shall remain in full force and effect.
- 27.6.** Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination



or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## 28 General

- 28.1. Amendment.** We reserve the right to amend these Grant Terms and Conditions and the terms of the Award Letter at any time. We will publish on our website any changes to these Grant Terms. Once published or otherwise notified to you, any changes will apply to the Grant.
- 28.2. Conflict.** Where there is any conflict between these Grant Terms and the Award Letter, the provisions of the Award Letter will take precedence.
- 28.3. Force majeure.** Neither party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.
- 28.4. Transfer.** In the event that the Grantholder moves to another research institution we will consider a request by you to transfer the Grant to that research institution. Any such transfer will require our prior written approval, shall be at no additional cost to us and may include such conditions as we in our discretion think fit. We may, if we deem the circumstances appropriate, consider a request to transfer the Grant to a principal investigator other than the Grantholder, upon our receipt of any evidence we request.
- 28.5. Waiver.** A waiver of any right or remedy under the Agreement or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the 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.
- 28.6. Third party rights.** A person who is not a party to the Agreement shall not have any rights to enforce its terms.
- 28.7. Variation.** Except as set out in these Grant Terms and Conditions, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by us.
- 28.8. Governing law.** The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales.
- 28.9. Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in

connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

