



THE BRITISH PAIN SOCIETY

THE BRITISH PAIN SOCIETY Conditions applicable to the award of a research grant

- 1** The Receiving Institution (as specified below) will properly administer all funds received under the terms of this Grant (as specified below) and ensure that appropriate systems are in place to monitor and audit the associated financial processes and to ensure compliance with all relevant laws and regulations. Any irregularities will be reported to The British Pain Society without undue delay.
- 2** In all cases where salary support is provided under the Grant for the employment or engagement of staff, the Receiving Institution shall be the employer, or the appointer, of all such staff, shall determine their terms and conditions of employment or engagement which shall comply with all relevant laws and regulations and shall be responsible for all claims made by or duties or liabilities owing to such staff arising out of or in connection with their employment or engagement. The British Pain Society does not act as an employer of such staff.
- 3** Intellectual Property: The British Pain Society's position on exploitation of intellectual property rights is in concordance with that of the Association of Medical Research Charities (www.amrc.org.uk). As a charitable body which provides funding for research The British Pain Society has a duty to ensure that it can opt to receive a proportion of the proceeds arising from the exploitation of any results arising from any activity funded under a British Pain Society grant, whilst also recognising the proper rights of the researcher(s) making any such results and the institution(s) where the research is conducted. The Receiving Institution shall not enter into an arrangement with any person in connection with the exploitation (including by way of assignment or licensing of intellectual property) of any results or intellectual property arising from any activity funded under the Grant without first having entered into a written agreement between The British Pain Society and the Receiving Institution for the equitable and reasonable division of the proceeds from such exploitation, or of the issue of shares in any company involved in such exploitation, in accordance with standard arrangements established by the Association of Medical Research Charities. Furthermore, the Receiving Institution undertakes to develop and apply with full rigour all relevant arrangements for

the identification and protection of any patentable intellectual property rights arising from any research funded as a result of this Grant.

- 4** The British Pain Society must be promptly informed of any material changes during the period of this Grant to any of the details provided in the application for this Grant.
- 5** Equipment: Any equipment purchased using funds awarded under the terms of this Grant remains the property of The British Pain Society, even after the termination of the Grant, and The British Pain Society must agree to any use other than that set out in the Grant and/or relocation of the equipment prior to any such action being taken.
- 6** The Receiving Institution will take full responsibility for the management, monitoring and control (including the requirements of all regulatory authorities governing the use of radioactive isotopes, animals, pathogenic organisms, genetically manipulated organisms, toxic and hazardous substances, and research on human subjects (including clinical trials) and human embryos) of all the research work funded as the result of the Grant and all those staff (permanent, temporary and students and whether employees or not) employed in or involved in any research funded as a result of the Grant.
- 7** The Receiving Institution will ensure that all permanent and temporary staff and students employed in or involved in the research conducted under the terms of this Grant receive training appropriate to their duties, in accordance with the regulations set down under the COSHH, ACDP and ACGM guidelines, the Health and Safety at Work regulations, and any other statutory or regulatory requirements as may apply from time to time. The Receiving Institution will comply with all laws and regulations relating to health and safety in respect of staff working on the research project funded by the Grant.
- 8** The Receiving Institution must have in place formal written procedures for the handling of allegations of research misconduct.
- 9** The Receiving Institution must ensure that, before the research commences and during the full Grant period, all the necessary legal and regulatory requirements in order to conduct the research are met, and all the necessary licenses, reviews and approvals have been obtained, including the requirement of any EU Clinical Trials Directive. In particular, the Receiving Institution must ensure that research involving the use of animals complies at all times with relevant laws and regulation. The Receiving Institution must ensure that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical approval for this Grant, and must accept full responsibility for ensuring that any such ethical approval is in place at all relevant times during the Grant.
- 10** The Grant shall only be used to meet the costs of the research project specified below.
- 11** The Grant will be paid in yearly installments against an invoice from the Receiving Institution. For Grants of longer than one year duration, subsequent yearly installments will only be paid upon receipt and approval by The British Pain Society of an annual progress report.

- 12** The British Pain Society's contributions must be acknowledged in all publications, abstracts and presentations which include data obtained from research undertaken under the terms of this Grant.
- 13** Progress Reports and presentation of research: The Receiving Institution will submit to The British Pain Society an interim report, 6 months after the Receiving Institution's date of signature below and at yearly intervals after such date of such signature until the end of the period of the Grant. Receipt and approval by The British Pain Society of such a report is a condition of continued funding.
- 14** If the member of The British Pain Society who applied for the Grant on behalf of the Receiving Institution moves to another organisation to whom he wishes to transfer the Grant, The British Pain Society will give consideration to such a transfer but any transfer would require the consent of The British Pain Society, the Receiving Institution and the transferee organisation.
- 15** A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 (as modified or re-enacted) to enforce any of its terms.
- 16** These terms shall be governed by English law.

We confirm that any research grant made by The British Pain Society will be conducted and administered in accordance with the above conditions.

The Grant (The British Pain Society Clulow Research Award)

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The grant application is appended as appendix A and forms an integral part of these conditions.

Signed:..... Date.....

authorised for and on behalf of Receiving Institution

Name of finance or grants officer

Position.....

Name of Receiving Institution:

Address of Receiving Institution

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Email:..... Phone.....

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