

## Terms and conditions for HIS Fellowships

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### 1. Introduction:

- 1.1 The Healthcare Infection Society (**HIS**) is a UK registered charity, established in 1980 to foster the advancement of knowledge and education of all those who have an interest in the field of healthcare-associated infections (**HCAIs**). Its mission is to provide healthcare professionals with the knowledge and tools they need to prevent and control HCAIs.
- 1.2 HIS believes that good science underpins good clinical practice, and views the support of research in the field of infection prevention and control (**IPC**) in healthcare as being a vital component of its work, and it maintains a designated fund from which it can support research projects within this field.
- 1.3 To further these aims, HIS supports and assists clinicians and scientists to discover and develop techniques that will further the aim of stopping preventable infections.

- 1.4 In practice, HIS accepts that it is not always the case that the direct or immediate outcome of a single piece of research will lead to changes in IPC practice or stop preventable infections. However, the projects funded by HIS must progress the scientific and clinical knowledge that will further HIS's goal of preventing HCAIs.
- 1.5 For the avoidance of doubt, IPC is a scientific approach and practical implementation of methods to prevent harm caused by infection to both patients and healthcare workers. IPC is a multi-disciplinary field which has patient safety and healthcare quality at its core, but also uses evidence from microbiology, epidemiology, engineering and behavioural science. HCAIs are infections that develop as a direct result of a healthcare intervention or being in contact with a healthcare setting.
- 1.6 The scope of HIS's funding requires that applications be strictly related to HCAIs and show potential for clinical impact. As such, funding is unlikely to be awarded to applications in the broader fields of microbiology (including but not limited to mechanistic, molecular biology, solely in vitro and genetic studies).

## 2. Definitions:

- 2.1 For the purpose of these terms and conditions, the following definitions shall apply:

**'Application'** the application for Funding submitted to HIS by the Primary Grant Holder (and any other person required to sign the Application in accordance with the Conditions).

**'Applicants'** those persons who have signed the Application, other than HIS.

**'Background IP'** shall mean any Intellectual Property, other than Foreground Intellectual Property.

**'Co-Investigator'** shall mean a researcher (not being the Primary Grant Holder) who is named on the Application, and who will have direct input into the Project design and outputs.

**'Conditions'** shall mean all terms and conditions applying to any application or award of Funding, including, for the avoidance of doubt, those contained in this document (including the appendices), those contained in the Application, and any other terms HIS may apply to specific Funding, and as amended from time to time whether by agreement between HIS and the Applicants or otherwise in accordance with any term of these terms and conditions.

**'Fellow'** shall mean the researcher that has been awarded the Graham Ayliffe Training Fellowship and is pursuing a fellowship year.

**'Foreground IP'** shall mean any Intellectual Property that is identified or first reduced to practice or writing in the course of a HIS-Funded Activity.

**'Funding'** the type and level of funding awarded pursuant to the Application, being one of the Funding types described in condition 3.2.

**'Graham Ayliffe Training Fellowship'** shall mean Funding of the kind particularised in condition 5.4 and in appendix A6.

**'HIS-Funded Activity'** shall mean any of the Project, the Research, any equipment purchase or other activity, that is the subject matter of the Funding.

**'Institution'** shall mean the Primary Grant Holder's university or employer (as the case may be) and identified as such in the Application.

**'Intellectual Property'** shall mean patents and all rights to apply for a patent, trademarks, service marks, registered designs, copyrights, database rights, design rights, know-how,

confidential information, software, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.

**'Major Research Grant'** shall mean Funding of the kind particularised in condition 5.1 and in appendices A1 and A2.

**'Mike Emmerson Early Career Award'** shall mean Funding of the kind particularised in condition 5.3 and in appendix A5.

**'Primary Grant Holder'** shall mean the person identified as such in the Application, and whose Research is the subject matter of the Application and Funding.

**'Primary Researcher'** shall mean the researcher engaged in the Project by the Primary Grant Holder or by the Institution, and identified as such (whether by name or role) in the Application.

**'Project'** the project detailed in the Application and for which the Funding is awarded.

**'Research'** any and all research to be carried out pursuant to the Project.

**'Research Student'** shall mean a Primary Researcher who is a student and is registered at an institute of higher education for a research degree.

**'Strategic Research Grant'** shall mean Funding of the kind particularised in condition 5.1 and in appendices A1 and A3.

**'Small Research Grant'** shall mean Funding of the kind particularised in condition 5.2 and in appendices A1 and A4.

**'Supervisor'** shall mean the person(s) employed by the Institution and who is/are responsible for directly supervising the Primary Grant Holder or the Primary Researcher (as the case may be, depending on the type of Funding) and identified as such in the Application.

**'Travel Grant'** shall mean Funding of the kind particularised in condition 5.5 and in appendix A7.

- 2.2 Condition, appendix and paragraph headings shall not affect the interpretation of these terms and conditions.
- 2.3 The appendices form part of these terms and conditions and any reference to these terms and conditions or the Conditions includes the appendices.
- 2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.6 A reference to **writing** or **written** includes emails but excludes faxes.
- 2.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

### 3. Type of research funded by HIS

3.1 HIS may offer support intended to benefit researchers in the following roles:

- (a) Clinicians and healthcare workers;
- (b) MD or PhD Studentships;
- (c) Research Associates, Assistants or Technicians;
- (d) Clinical and non-clinical academics.

3.2 HIS may offer the following types of Funding:

- (a) Research Grants (being either a Small Research Grant, a Major Research Grant, a Strategic Research Grant or the Mike Emmerson Early Career Award);
- (b) Training Fellowships (being the Graham Ayliffe Training Fellowship);
- (c) Travel Grants.

3.3 Only Research that is directly relevant to IPC relating to nosocomial infections will be considered. Acceptable approaches may include, but are not limited to, the use of in vitro studies, human volunteers, epidemiology, and diagnostics, randomized controlled trials, or implementation studies.

3.4 HIS requires that the ethical implications of the Research have been investigated and assessed by the Primary Grant Holder prior to submission of Application. The award of any Funding is contingent on ethical approval being obtained by the Primary Grant Holder to HIS's satisfaction, and communicated to HIS.

3.5 The Project must adhere to the Medical Research Council's guidance on good practice for research involving human participants, as well as any local governance and regulations.

### 4. General terms and conditions of awards:

4.1 The Conditions shall apply to all awards of Funding, and shall be binding on each of the Applicants, to the exclusion of any and all other terms and conditions which any person, other than HIS, seeks to impose. A copy of these signed terms and conditions must accompany all completed Applications and submission thereof will signify acceptance of these terms and conditions by each of the Applicants.

4.2 HIS may change the Conditions applicable to any award of Funding from time to time, at which point the new Conditions apply to all new HIS awards of Funding.

4.3 It is the Primary Grant Holder's responsibility to inform all persons working on the Project, and who have not signed the Application, of the Conditions (including researchers working on the Project) and ensure that all such persons comply with and adhere to any and all obligations imposed by the Conditions. All Applicants, shall comply with all obligations imposed on them individually by the Conditions, and shall use reasonable endeavours to ensure compliance with the Conditions by each of the other Applicants.

4.4 HIS does not currently offer co-funding (except travel grants). When applying for any HIS Funding, the Primary Grant Holder must declare if they have sought, or intend to seek, any financial support outside of HIS for the same Project. HIS must be informed of any funding awarded outside of HIS Funding and the Application shall (unless HIS agrees otherwise in writing) be withdrawn immediately.

- 4.5 Once Funding has been awarded, HIS shall provide such Funding as specified in the Application for the period stated in the Application, but subject always to receipt of satisfactory progress reports where applicable, and subject always to compliance in full with the Conditions by the Primary Grant Holder (and all other Applicants) and by all other persons engaged in the Project from time to time (whether or not Applicants).
- 4.6 All Funding is subject to the continuing availability of funds allocated by HIS to the relevant Funding type, and HIS reserves the right to withdraw the Funding awarded (in whole or in part) at any time due to a lack of availability of funds.
- 4.7 For international Primary Researchers, it is the responsibility of the Institution to provide Primary Researchers with the information and eligibility to secure visas and other documentation to the extent required for the purposes of the Project.
- 4.8 Any additional or supplementary costs associated with the selection and engagement of any Primary Researcher not identified either by name or by their role in the Application cannot be claimed retrospectively.
- 4.9 Co-Investigators from outside the United Kingdom and Republic of Ireland may be engaged on the Project and Research may be performed in any geographical location provided that the Primary Grant Holder and their Institution is located in the United Kingdom or Republic of Ireland.
- 4.10 The Primary Grant Holder and Primary Researcher must ensure that all Research to be undertaken is undertaken in compliance with the Conditions.
- 4.11 The Primary Grant Holder must notify HIS of its intended and actual start dates. Projects that fail to start within 6 months may be withdrawn at HIS's sole discretion.
- 4.12 HIS does not award full economic costs, and will not provide funds for indirect costs, such as institutional or departmental overheads or administrative charges, or costs of financial, personnel, secretarial, cleaning services, travel costs (excluding conference travel subject to condition 9 below) or basic utilities. As such, it is a condition of the Funding that the Funding be administered without the addition of any levies (overheads) by the Institution.
- 4.13 The Major Research Grants and Strategic Research Grants awarded by HIS under these terms and conditions, and that are based at Higher Education Institutes (**HEIs**) are eligible for charity support funding from the Higher Education Funding Council for England (**HEFCE**) through the Charity Research Support Fund scheme (**CRSF**). HEIs must apply for CRSF funding directly from the HEFCE.
- 4.14 For the avoidance of doubt, all applications for funding and any decision whether or not to award funding shall be at the sole discretion of HIS.

## 5. Eligibility

### 5.1 Graham Ayliffe Training Fellowship

- (a) The Graham Ayliffe Training Fellowship is open to medically qualified candidates and applicants with nursing qualifications, in either case, being the Primary Grant Holder.
- (b) Applications must be submitted and signed by the Primary Grant Holder, the Institution, the Supervisor, and any and all Co-Investigator(s).
- (c) A Medical Primary Grant Holder must be in a training programme leading to a higher qualification in medical microbiology, infectious diseases, virology or public health and

such person is required to have passed the FRCPath part one examination or equivalent, exhibited satisfactory training progress (e.g. ARCP progression) and be able to demonstrate an interest in IPC.

- (d) Primary Grant Holders with a nursing qualification are required to be NMC registered, possess a post-graduate diploma in IPC or public health and have worked as an IPC specialist for a minimum of 2 years.
- (e) In both instances, Primary Grant Holders must take a one year leave of absence (or FTE) from their current post and receive an honorary contract at the Institution.
- (f) Primary Grant Holders are required to identify a Supervisor, who will sign the Application, provide a letter of support and provide supervision during the fellowship.
- (g) Primary Grant Holders must identify a member of the HIS council to act as an external mentor, provided that it will be at the discretion of the person so nominated as to whether they will act as a mentor.
- (h) Primary Grant Holders must be HIS members.

## 6. Financial Provisions

### 6.1 Non Employment

- (a) The relationship between HIS and the Primary Grant Holder is intended to be and shall be one of grant-maker and grant-recipient, and shall not be an employment relationship. No Applicant, nor any other person engaged in the Project from time to time, shall be regarded as an employee of HIS under any circumstances.
- (b) HIS does not act as an employer for any Applicant or other staff associated with the Research that is subject to the Funding. In all cases where Funding is provided for the employment of staff, the Institution must undertake to employ these staff and issue a contract of employment in accordance with current legislation relating to the conditions of employment.
- (c) HIS accept no responsibility, financial or otherwise, for expenditure or liabilities other than those expressly applied for in the Application and included in the Funding award, and subject always to HIS's right to terminate or withdraw the award pursuant to the Conditions.
- (d) In particular, HIS shall not be liable for any liability any Applicant incurs towards any Primary Researcher(s) (including, but not limited to, statutory maternity or paternity pay, statutory sick pay, statutory redundancy pay or compensation for breach of statutory rights).
- (e) HIS will only fund costs directly associated with the delivery of the stated objectives for the Project as set out in the Application and included in the Funding award. HIS will not fund, for instance, and the Funding shall not be applied, to back-fill salaries to cover individuals undertaking research.
- (f) No increases in salary covered by the Funding (other than annual increments already built into the original Application and the Funding awarded, or nationally negotiated salary awards) will be paid by HIS, and subject always to the Conditions (including the terms on which the Funding is awarded, and HIS's right to terminate or withdraw the award).
- (g) Applicants must promptly notify HIS in writing of any changes they are aware of that may impact the relevant Project such as start and end dates, changes in research personnel or research environment.

### 6.2 Payment and Management of Funding

- (a) Funding awards are capped at various levels per annum for up to five (5) years dependent on the Funding applied for and subject to condition 4.12 above. For specific details of each award, see the relevant appendix relating to that Funding type.
- (b) The Project shall not commence until and unless the start date for the Project has been agreed in writing by HIS and the Primary Grant Holder (**Official Start Date**), and HIS have received prior to such date, the signed Application from the Primary Grant Holder and, unless the Funding is a travel grant, from the Supervisor, the Institution, and any Co-Investigators.



- (c) No research related expenses, including personal support, incurred prior to the Official Start Date will be paid.
- (d) The Project must commence within six (6) months of the Funding being awarded otherwise, the Funding will be rescinded. If there are exceptional mitigating circumstances and HIS is kept well informed, the Primary Grant Holder may request a delay to the Official Start Date but this will be at the sole discretion of HIS.
- (e) The Funding shall be paid to the Institution by way of reimbursement biannually in arrears (with the first such biannual period commencing on the Official Start Date), and such payment shall be made within 30 days of HIS receiving from the Institution an invoice for such payment, provided that:
  - (i) the aforementioned invoice is submitted following the end of the biannual period to which the invoice relates but no later than 30 days following the end of that biannual period, and is accompanied by a detailed breakdown of costs and any consumables purchased during that biannual period;
  - (ii) HIS has received reports which at that time are due to be provided to HIS, from the Primary Grant Holder and Primary Researcher, which are satisfactory to HIS, (the frequency of which is determined by the Funding type and detailed in the appendices);
  - (iii) the aforementioned invoice must state the reference number allocated to the Funding, the name of the Primary Grant Holder and the title of the Project.
- (f) Invoices submitted otherwise than in accordance with condition 6.2(e) may, at HIS's discretion, be subject to a 5% reduction in the Funding amount specified in the affected invoice.
- (g) The Institution shall ensure that the Funding made available by HIS is applied exclusively and appropriately in support of the Project for which it has been awarded, and that all contractual requirements relating to the Project and the award of Funding are met, and that there is appropriate supervision of the Primary Researcher.
- (h) Funding will only be paid in respect of the period for which it was requested in the Application and for the use stated in the Application. Funds allocated for a particular period of HIS-Funded Activity or allocated for a particular use, e.g. consumables, cannot be re-assigned to another period or use automatically, i.e. Funding allocated for year 2 cannot automatically be carried forwards as part of the year 3 allocation or used to supplement year 1 Funding. Funding allocated for research costs cannot be automatically re-assigned for training. Where such a re-allocation is necessary or desirable, HIS must be informed by the Primary Grant Holder in advance of such a change (at least sixty (60) days' notice) and it is at HIS's sole discretion as to whether such a re-allocation shall be accepted.
- (i) Only equipment that is essential to the Project may be requested as part of the consumables budget aspect of any Funding award. Laboratory essentials/infrastructure equipment, such as, but not limited to PCR machines, fridge-freezers, centrifuges, cannot be requested in an Application. Specific parts for a piece of equipment that is essential for the Project, such as, but not limited to, specific HPLC columns, probes or sensors, can be requested as part of the consumables budget aspect of any Funding award, but specific and detailed justification must be given in the Application. HIS reserves the right not to fund the purchase of such pieces of equipment even if the Funding is awarded.

- (j) Invoices received in a currency other than GBP Sterling shall be paid at a prevailing exchange rate of HIS's choice, provided that HIS shall not be required to increase any Funding amount or instalment, by virtue of converting any such amount into GBP Sterling.
- (k) HIS reserves the right to withdraw any Funding allocated to a particular Funding year (with the first such Funding year commencing on the Official Start Date) to the extent that such Funding has not been claimed by the Institution in accordance with, and within the time frame provided for, in condition 6.2(e). Any Funding which has not been properly claimed within 2 months of the end of the research Project must be returned to HIS.

### 6.3 Modifications

- (a) Any modification to the original Application approved by HIS will not be valid unless the modification is notified in writing to HIS and is authorised by HIS in writing prior to any changes taking place.
- (b) Such modifications which can be requested include:

- (i) No-cost extension

An extension to the period covered by the Funding can be requested if the Funding is not spent in the allotted Funding period and there are outstanding elements of the Project to be completed. Any such extension is typically for twelve months in which the Project should be completed and the Funding spent. The Primary Grant Holder must submit this request in writing to HIS's Research and Development Manager and be accompanied by a financial report and a Project progress report. The financial report must indicate expended Funding to date. The Project progress report should provide a brief overview of scientific accomplishments to date and a brief explanation of the Primary grant Holder's plans towards completing the Project during the extension period.

- (ii) Transfer of Primary Grant Holder to a new institution

Should a Primary Grant Holder transfer to a new institution, a request to transfer the award must be submitted in writing to HIS's Research and Development Manager. The following information must be provided to HIS:

- A Research Facilities Statement from the new institution, that details laboratory, support staff and clinical facilities of the new Institution.
- A letter from new institution stating that they are aware and supportive of the funded Project and that adequate facilities will be available to the Primary Grant Holder to enable completion of the Project.
- A statement from the Primary Grant Holder to describe any changes to the research Project, technical approach and anticipated results, if different from that stated in the original Application.

- Primary Grant Holders should negotiate the right to retain laboratory supplies and equipment purchased with Funding should they transfer to another institution and shall communicate the outcome of such negotiations to HIS. However, it is the prerogative of the initial Institution to determine whether equipment purchased with funding will remain at the Institution.

HIS shall decide at its sole discretion whether to authorise the transfer of the Funding, and in doing so may impose any conditions it sees fit for the transfer of the Funding, including requiring the new institution to be bound by the Conditions.

(iii) Budget revisions

The Primary Grant Holder must seek written approval from HIS's Research and Development Manager to make any significant changes to the original Funding budget as stated in the Application, if this has any significant impact on the scope of the Research or Project or the way it is conducted. If approved by HIS in writing, the changes will be binding on all of the Applicants.

## 7. Reporting

- 7.1 It is a continuing condition of the Funding that HIS receives from the Primary Grant Holder satisfactory progress reports every six months for HIS-Funded Activity.
- 7.2 Instructions on the content and style of such reports will be provided by HIS and must be followed and, for major research grants and strategic research grants, a clear recommendation is required from the Primary Grant Holder as to whether the Primary Researcher's performance merits renewal of the grant.
- 7.3 A critical part of the above report is a lay-summary of the achievements to date. HIS will rely on the Primary Grant Holder and Primary Researcher to produce and submit a short lay summary (at a level that a member of the general public can understand) of progress reports that HIS can use to publicise the work that is being undertaken in connection with the Project.
- 7.4 Note that payment of invoices is aligned to receipt of satisfactory and timely reports (condition 6.2(e)(ii) above), such reports are due within fourteen (14) days following the end of the relevant biannual invoicing period.
- 7.5 It is a condition of the Funding that within sixty (60) days of the Project's agreed completion date, the Primary Researcher must write and deliver a final report for HIS. Instructions on the content and style of this report must be obtained from HIS and must be followed. Any outputs arising must be included.
- 7.6 The final report should be submitted through the Primary Grant Holder, who must append their comments. The last instalment of the Funding will not be paid until a satisfactory final report is received. Late reports may result in a 5% reduction in payment of the final instalment of the Funding.
- 7.7 Research Students must also submit additional reporting documentation, details of which are provided in the relevant appendix for PhD Students (Appendix 1).
- 7.8 Primary Grant Holders and Primary Researchers are strongly encouraged to, and must make endeavours to, publish the outputs of the HIS-Funded Activity.
- 7.9 For all awards, HIS must be given first refusal (for publication in HIS's Journal of Hospital Infection (**JHI**)) in respect of publication of any Research arising from the HIS-Funded Activity.
- 7.10 If there is an intention by any Applicant to seek publication elsewhere, HIS's Grants Committee must be notified in writing by the Primary Grant Holder prior to submission. Any publication elsewhere that has not been agreed in advance by HIS's Grants Committee may, at the sole discretion of HIS, result in the forfeit of any remaining Funding and/or repayment in full of the Funding already paid and blacklisting of the laboratory/department for further Funding applications.
- 7.11 HIS may approach Primary Grant Holders with requests for review articles based on their Funding Applications, and Primary Grant Holders shall use their reasonable endeavours to comply with such requests.
- 7.12 HIS's Grants Committee must be provided with a copy of any publication, such as, but not limited to, journal articles, poster or oral presentations, at least ten (10) business days PRIOR to final submission for publication. For the avoidance of doubt, this condition 7 also applies for any publication arising from HIS Funded Activity, published at any time, during or after the end of the Funding period.

- 7.13 There is no cost associated with publication of research in the JHI unless the relevant author(s) request the article to be Open Access.
- 7.14 HIS will not, unless it expressly agrees to do so in writing, assist with publication costs for the publication of research arising from HIS Funded Activity as a full journal article in another publication or as an Open Access article.
- 7.15 All oral and written presentations, theses and other documentation arising from HIS-Funded Activity must include acknowledgement of HIS Funding, and where possible include a copy of the HIS's logo in accordance with condition 7.16 below. Copies of the final presentation and other documents must be sent to HIS within two (2) months of publication.
- 7.16 The HIS logo shall, where possible, be used on all materials used in the dissemination of findings from all HIS-Funded Activities and in compliance with any brand guidance provided by HIS to the Primary Grant Holder or Institute from time to time.
- 7.17 Once the Project is completed, the Primary Grant Holder or the Primary Researcher must present its work at a meeting of HIS representatives if requested to do so. This may include submitting an abstract to the HIS International Conference. HIS will cover reasonable expenses incurred in complying with this request. (Please see condition 9 for more details).

## 8. Termination of Funding

- 8.1 Funding may be terminated or its conditions varied at any time and with immediate effect, at the absolute discretion of HIS, with immediate effect.
- 8.2 Without prejudice to the generality of condition 8.1, HIS may, at its discretion, terminate or suspend the Funding with immediate effect, in the event that the Primary Grant Holder, or any other Applicant, or any person engaged in the Project (whether or not a signatory to the Application) is in breach of the Conditions, or has done anything or omitted to do anything which results in a breach of the Conditions, and if so terminated, the Institution will be required to repay the Funding in full on demand by HIS (unless HIS demands only part repayment, in which case the Institution shall repay the part so demanded). Such repayment obligations shall also apply if HIS discovers after the end of a Project that a breach occurred.
- 8.3 HIS shall reimburse expenditure covered by the Funding and properly incurred up to the date of termination, and any expenditure irreversibly committed at the date of notice of termination save that irreversibly committed expenditure shall not be reimbursed by HIS where termination is made in accordance with condition 8.2 or condition 8.4, or where the Primary Grant Holder or Primary Researcher has not complied with any of the Conditions.
- 8.4 Primary Grant Holders and/or Primary Researchers whose progress or conduct does not satisfy HIS may, at HIS's sole discretion, have their awards terminated. It will be at the discretion of HIS whether, in any such case, repayment of some or the entire Funding amount will be required, and if so required by HIS, it shall be the responsibility of the Institution to repay such amounts in full to HIS, promptly on demand by HIS.

## 9. Conference attendance for holders of Research Grants and Fellowships

- 9.1 Both Primary Grant Holders and Primary Researchers are actively encouraged to attend and present at HIS meetings or conferences to disseminate the results and/or outputs of HIS-Funded Activity.

- 9.2 For all HIS-Funded Activities, HIS will, at its discretion, pre-allocate additional funds (of up to £1,500) per Funding award. This will include registration to attend either the HIS Spring meeting or the HIS biennial conference during the course of or immediately following the Project (once the abstract has been accepted for presentation at the event). This amount can be used for costs associated with attending the conference including, but not limited to, basic/economy travel to/from the venue and accommodation. Subject to the aforementioned:
- (1) Funds of up to £500 per person are available to attend and present a poster at the HIS biennial conference.
  - (2) Funds of up to £750 per person are available to attend and present an oral presentation at the HIS biennial conference.
  - (3) Primary Grant Holders may be asked to undertake additional duties, such as chairing sessions or judging posters.
  - (4) Funds of up to £150 are available to attend and present an oral presentation at the HIS Spring meeting.
  - (5) This fund provided for in this condition 9.2, cannot be used for conference attendance only.
- 9.3 Further funds for additional conference/meeting attendance where the outputs from this HIS Funded Activity will be presented may, at HIS's discretion, be available from HIS through the Travel Grant award via application.
- 9.4 As with the Conditions for reporting (condition 7), HIS must be provided with a copy of any poster or oral presentation for conferences prior to submission for review.
- 9.5 The presenter of any oral or poster presentation (being the Primary Grant Holder or the Primary Researcher) shall agree that:
- (a) the relevant provisions in condition 7 will be adhered to;
  - (b) an opening or closing set of slides used during a presentation, e.g. PowerPoint, will acknowledge the support of HIS by the inclusion of the charity's default information;
  - (c) poster presentations will acknowledge the support of HIS and include the HIS logo. High-resolution copies of the logo will be provided by HIS.
- 9.6 A reprint of all published presentations and publications must be sent by the Primary Grant Holder to HIS within two (2) months of the attendance of such meeting/conference.
- 9.7 The Primary Grant Holder or Primary Researcher must submit a short lay summary report of the proceedings of the meeting or symposium attended within two (2) months following attendance at the meeting or symposium. This is to enable HIS to publicise the HIS-Funded activity.
- 9.8 Subject to the other provisions of this condition 7, any meeting attendance expenses will be paid by way of reimbursement within thirty (30) days following receipt of invoices or other sufficient proof of expenditure, such invoices to be submitted to HIS within thirty (30) days of the expenditure being incurred. Late invoices submitted may be subject to a 5% reduction in any reimbursement.

## 10. Intellectual Property Policy

### 10.1 Intellectual Property

- (a) HIS and each of the Applicants hereby agree, and each of the Applicants shall take all such steps to ensure, that any Foreground IP shall be the property of the Primary Grant Holder, who hereby grants to HIS a perpetual, royalty-free, worldwide non-exclusive licence to use the Foreground IP for its own non-commercial promotional and/or educational purposes, and for any other purpose expressly provided for in the Conditions.
- (b) No rights in any Background IP will transfer as a result of HIS-Funded Activity or the Conditions. The Applicants grant to HIS a royalty-free, non-exclusive, perpetual, worldwide, license of such Background IP as is required to enable HIS to exercise its rights set out in condition 10.1(a). Any other use of Background IP shall be subject to agreement of fair and reasonable commercial terms between the relevant persons.
- (c) HIS requires the Primary Grant Holder and the Institution to develop and implement strategies and procedures for the identification, protection, management and exploitation of all Foreground IP.
- (d) The Primary Grant Holder shall notify promptly HIS when Foreground IP that may be of medical or commercial value is created, and shall ensure that such Foreground IP is protected at the Primary Grant Holder's expense, and not published or otherwise publicly disclosed prior to protection (whilst at the same time ensuring that potential delays in publication are minimised).
- (e) Primary Grant Holders should communicate progress and developments via HIS's Research and Development Manager.
- (f) The Primary Grant Holder shall permit HIS to have reasonable access to its personnel, facilities and information utilised in, or created or acquired pursuant to a HIS-Funded Activity, or to the exploitation of Foreground IP under this condition 10.1
- (g) The Primary Grant Holder shall ensure and/or procure that all persons working on or involved with a HIS-Funded Activity (including but not limited to employees, Students, visiting fellows and sub-contractors) are employed, engaged or retained on terms that vest in the Primary Grant Holder all Foreground IP, and that such persons waive any moral rights or equivalent rights in the Foreground IP throughout the world.

### 10.2 Key considerations when applying for consent for exploitation of HIS-funded IP

- (a) As a charity, HIS is under an obligation to ensure that the useful results of research funded by HIS are applied for the public good. Where Foreground IP arises from HIS-Funded Activity, HIS requires the Primary Grant Holder to consider whether the protection, management and exploitation of such Foreground IP is an appropriate means of achieving the public good in consultation with HIS.
- (b) If the Primary Grant Holder considers that exploitation of the Foreground IP is an appropriate means of achieving the public good in accordance with condition 10.2(a), the Primary Grant Holder must seek the prior written consent of HIS, (such consent not to be

unreasonably withheld) before it makes any commercial use of, or grants to any third party any exploitation rights, over such Foreground IP.

- (c) Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer, or any other transfer of rights. As a condition for granting consent, HIS will require the Primary Grant Holder to share with HIS the benefit of commercialisation of such Foreground IP, either:
  - (i) as set out in condition 10.4; or
  - (ii) by requiring the Primary Grant Holder to enter into an agreement with a company of HIS's choice on substantively the same terms as condition 10.4.
- (d) The consent process requires the completion of a consent form describing the relevant Foreground IP, the Funding that the Foreground IP arose from and the intended exploitation route. Final, or near-final drafts of all relevant agreements must be included. Where HIS is not the sole funder, the form must include details about the amount of funding provided by third parties and which researchers were funded by which grant.

### 10.3 Step-in Rights:

- (a) Should the Primary Grant Holder decide not to proceed with protection and commercialisation of any Foreground IP then it shall inform HIS and HIS shall have the right, but not the duty, to protect and exploit such Foreground IP. For the avoidance of doubt, the Primary Grant Holder will keep confidential the Foreground IP to the extent necessary in order that any required protection of such Foreground IP is not jeopardised notwithstanding its decision not to proceed with such protection and commercialisation. HIS shall confirm to the Primary Grant Holder within a reasonable period whether it wishes to take on the protection and commercialisation of such Foreground Intellectual Property, and if it does, then then the Primary Grant Holder shall promptly assign all Foreground IP to HIS.
- (b) If the Primary Grant Holder does not protect, manage or exploit any Foreground IP to the reasonable satisfaction of HIS, then HIS shall have the right, but not the duty, to protect, manage and exploit such Foreground IP. Such right shall only be exercised three (3) months after HIS has given the Primary Grant Holder notice in writing that it is failing to protect, manage and exploit the Foreground IP to HIS's satisfaction, and such right shall be exercised by HIS giving further written notice to the Primary Grant Holder, and if it does, then then the Primary Grant Holder shall promptly assign all Foreground IP to HIS.
- (c) HIS may exercise such right sooner where it reasonably considers that the opportunity to protect, manage or exploit such Foreground IP in order to further its charitable aims could be lost if more immediate action is not taken. The Primary Grant Holder agrees to do, and will ensure that its employees, students and any third party acting on its behalf do, all acts required to assist HIS in such protection and exploitation, promptly and fully, including, at the request of HIS, assigning all Foreground IP to HIS.
- (d) Where HIS acquires Foreground IP under conditions 10.1(a) to 10.1(c), HIS shall have the rights granted to the Primary Grant Holder under condition 10.4(a) below, and the



Primary Grant Holder shall have the rights granted to HIS under condition 10.4(a) below, in relation to all revenue generated by such Foreground IP except that:

- (i) for the purposes of applying condition 10.4(a) as aforesaid, any reference to gross income shall be the gross income generated by HIS through the exploitation of the Foreground IP and any deduction and reimbursement of the Funding to HIS for the purpose of condition 10.4(a)(ii) shall continue to apply; and
  - (ii) conditions 10.3(e) to (g), shall be deemed modified so that the rights and obligations of HIS under those conditions become rights and obligations of the Primary Grant Holder, and vice versa.
- (e) Thirty (30) days after the last day of each year following the Official Start Date or as reasonably requested by HIS, the Primary Grant Holder shall provide a statement to be delivered to HIS which shall give details of the Foreground IP generated that year, together with any commercialisation of the Foreground IP and any fees generated from the commercialised Foreground IP in accordance with condition 10.4.
- (f) Any monies payable to HIS pursuant to condition 10 shall be paid within fourteen (14) days of delivery to HIS of such statement. HIS may require any of the statements and information referred to in this condition 10 to be audited by its auditors so as to verify their accuracy and the Primary Grant Holder will allow HIS or its representatives access to the relevant books, records and accounts during normal working hours, upon seven (7) days' notice by HIS, for the purpose of conducting an inspection and to confirm the accuracy of the written statements.
- (g) If HIS's auditors conclude that the amount paid to HIS by the Primary Grant Holder under this condition 10 was less than it should have been, the Primary Grant Holder agrees to pay the amount of such short fall to HIS within fourteen (14) days of receipt by the Primary Grant Holder of a notice to that effect from HIS and signed by its auditors. HIS agrees to pay the costs of its auditors unless their investigation reveals an underpayment of at least two per cent (2%) of the amount that should have been paid from the Primary Grant Holder to HIS, in which event the reasonable costs of such audit shall be borne by the Primary Grant Holder directly.
- (h) The entirety of this condition 10 shall continue to apply notwithstanding the termination of this agreement, or the Funding, for any reason whatsoever.

#### 10.4 Revenue and equity sharing terms

HIS shall be entitled to a share of any and all revenue arising from the exploitation of any Foreground IP arising from HIS Funded Activity as follows:

- (a) Where HIS is the sole funder of the Research leading to the Foreground IP, the Primary Grant Holder shall share with HIS all revenue generated from exploitation of such Foreground IP, for the purposes of which, from gross income received by the Primary Grant Holder, or its technology transfer company if relevant, the Primary Grant Holder shall:
- (i) deduct and reimburse as appropriate any costs reasonably incurred by the Primary Grant Holder, exclusively attributable to the exploitation of the Foreground IP, including patent fees and reasonable professional costs (**Direct Costs**);

- (ii) deduct and reimburse to HIS as appropriate the full amount of any Funding paid by HIS; and
- (iii) distribute remaining income received in the following revenue shares (determined by reference to cumulative income) as follows:

| <b>Cumulative Net Income</b> | <b>Grant Holder</b>       | <b>HEALTHCARE INFECTION SOCIETY</b> |
|------------------------------|---------------------------|-------------------------------------|
| £0 – £100,000                | 65% (sixty-five per cent) | 35% (thirty-five per cent)          |
| £100,001+                    | 60% (sixty per cent)      | 40% (forty per cent)                |

- (b) Where HIS is not the sole funder of the research leading to the Foreground IP, or where a third party has provided research materials or other form of non-financial contribution to the research which led to the creation of the Foreground IP, then HIS's share of any income arising from exploitation of such Foreground IP shall be the same as that set out in condition 10.4(a) (including where condition 10.4(a) is applied pursuant to condition 10.3(d)) except to the extent that HIS, the Primary Grant Holder and the other funder(s) agree otherwise in writing.

#### Example Revenue Sharing Calculations

If HIS is the sole funder of the Research leading to the Foreground IP and all funding for the same was provided by HIS in the sum of £10,000.

|                                       |         |
|---------------------------------------|---------|
| Gross Income                          | £50,000 |
| Direct Costs                          | £10,000 |
| Return of Funding                     | £10,000 |
| Net Income                            | £30,000 |
| Grant Holder's share (65% of £30,000) | £19,500 |
| HIS's share (35% of £30,000)          | £10,500 |

#### 10.5 Agreements with third parties and collaborators

- (a) Each of the Applicants must inform HIS of any pre-existing arrangements of which they are aware and which could lead to a breach of, or which otherwise conflict with, the Conditions. Each of the Applicants must use reasonable endeavours to ensure that no consultancies, third party restrictions or arrangements which might impact on a HIS Funding are entered into in relation to any HIS-funded person or activity without prior written agreement of HIS. HIS-funded persons involved in a HIS-funded project should not use materials or compounds (other than those obtained commercially), on terms which would place restrictions on the publication of the results.
- (b) Each of the Applicants must use reasonable endeavours to ensure that 'reach through rights' have not been granted on any HIS funded Foreground IP in favour of commercial organisations providing materials or compounds to HIS funded individuals for research

purposes. However, HIS recognises that companies providing materials may often require exclusive rights to any Intellectual Property arising from use of that material, and that this requirement is often non-negotiable. Where Intellectual Property arises from research linked indirectly to the use of material provided under such agreement, the provider may, at HIS's discretion, be offered a time-limited opportunity to take out a revenue-generating licence.

- (c) HIS is keen to avoid conflict between its own terms and those of a third party that an Applicant may want to form an agreement with. As such the relevant Applicant must give HIS the right (although it shall have no obligation to do so) to undertake the appropriate negotiations prior to the Primary Grant Holder entering into agreements with third parties. Examples of instances where HIS would expect consultation and a right to negotiate are as follows:
- (i) Where the Research is co-funded.
  - (ii) Where an Applicant is proposing to enter into any agreement with any person other than HIS for the assignment, transfer, licence, or exploitation of any Foreground IP.
  - (iii) Where the Research is collaborative, such collaborations should be formalised with an agreement covering contributions and rights of organisations and individuals, and such agreement must be in place before the research begins. If a collaboration is formed during the research, HIS must be consulted and the terms of the collaboration must not conflict with the Conditions.

## 11. General Terms

### 11.1 Waiver

- (a) A waiver of any right or remedy under this agreement or by law is only effective if it is given in writing and is signed by the party waiving such right or remedy. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.
- (b) A failure or delay by any party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- (c) No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- (d) A person that waives a right or remedy provided under this agreement or by law in relation to one person, or takes or fails to take any action against that person, does not affect its rights or remedies in relation to any other person.

### 11.2 Law and Jurisdiction

- (a) This 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 law of England and Wales.
- (b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

## 12. Signatures

| <b>Primary Grant Holder (signing in their personal capacity)</b> |         |
|--|---------|
| Print Name   |         |
| Position   |         |
| Institution  |         |
| Signature  |         |
| Date   | X _____ |

| <b>Co-Investigator (signing in their personal capacity) (Please copy as needed)</b> |         |
|---|---------|
| Print Name  |         |
| Position  |         |
| Institution   |         |
| Signature   |         |
| Date  | X _____ |

| <b>Supervisor (signing in their personal capacity)</b> |         |
|--|---------|
| Print Name   |         |
| Position   |         |
| Institution  |         |
| Signature  |         |
| Date   | X _____ |

| <b>Institution (authorised signatory signing for and on behalf of the Institution)</b> |         |
|--|---------|
| Print Name of Institution  |         |
| Print Name of authorised signatory   |         |
| Position of authorised signatory   |         |
| Signature  |         |
| Date   | X _____ |

|                                    |                              |
|------------------------------------|------------------------------|
| <b>HIS</b>                         |                              |
| Print Name                         | Healthcare Infection Society |
| Print Name of authorised signatory |                              |
| Position of authorised signatory   |                              |
| Signature                          |                              |
| Date                               | X _____                      |

For further information or enquiries, please contact Dr Gemma Marsden via email at [grants@his.org.uk](mailto:grants@his.org.uk)

## Appendices

### **Appendix A1**

Additional regulations applying specifically to the Graham Ayliffe Training Fellowship

## A1. Additional Regulations for the Graham Ayliffe Training Fellowship

- A1.1 The Graham Ayliffe Training Fellowship is open to medically qualified candidates and applicants with nursing qualifications.
- A1.2 The fellowship is designed to provide those who are specialising in medical microbiology (or infectious diseases) or IPC to undertake a paid leave of absence to pursue research in infection prevention and control.
- A1.3 The fellowship will match current salary, provide a study budget and training budget up to the value of £63,000 for one year.
- A1.4 A full justification and costings breakdown of the salary, study and training budget is required in the Application.
- A1.5 Proposed Primary grant Holders are required to submit a C.V. (using the HIS Fellowship C.V. template), an outline job plan and letters of recommendation.
- A1.6 HIS may invite any proposed Applicants for interview before assigning the Funding award.
- A1.7 Proposed Primary grant Holders are required to identify a Supervisor, who will sign the Application, provide a letter of support and provide supervision during the fellowship.
- A1.8 The Supervisor must indicate agreement to the stated training courses and the study budget in their letter of recommendation.
- A1.9 As per condition 6, any reassignment of Funding must be approved by HIS and must also have support of the other Applicants and the HIS mentor (if any).
- A1.10 The Primary Grant Holder will, if so requested by HIS, be an ambassador for HIS and contribute to promotional activities and the HIS website and blog about their career development experiences.