# Terms and conditions for Career Development Bursary

Last updated May 2020

Contents

[Terms and conditions for Career Development Bursary 1](#_Toc55405358)

[1. Introduction 3](#_Toc55405359)

[2. Definitions 3](#_Toc55405360)

[3. Type of research funded by HIS 4](#_Toc55405361)

[4. General terms and conditions of awards 4](#_Toc55405362)

[5. Eligibility 5](#_Toc55405363)

[6. Financial Provisions 5](#_Toc55405364)

[6.1 Non Employment 5](#_Toc55405365)

[7. Payment 6](#_Toc55405366)

[8. Termination of Funding 6](#_Toc55405367)

[9. General Terms 7](#_Toc55405368)

[9.1 Waiver 7](#_Toc55405369)

[9.2 Law and Jurisdiction 7](#_Toc55405370)

[12. Signatures 8](#_Toc55405371)

[Appendix 9](#_Toc55405372)

1. **Introduction**
   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.
   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.
   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.
   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.
   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.
   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).

## Definitions

* 1. For the purpose of these terms and conditions, the following definitions shall apply:

‘**Application**’ the application for Funding submitted to HIS by the Applicant (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.

**‘Career Development Bursary’** shall mean Funding of the kind particularised in condition 5

**‘Co-Investigator’** shall mean a researcher (not being the Applicant) 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.

‘**Funding**’ the type and level of funding awarded pursuant to the Application

‘**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 Applicant’s university, institution or employer (as the case may be) and identified as such in the Application.

* 1. Condition, appendix and paragraph headings shall not affect the interpretation of these terms and conditions.
  2. The appendices form part of these terms and conditions and any reference to these terms and conditions or the Conditions includes the appendices.
  3. Unless the context otherwise requires, words in the singular shall include the plural, and in the plural shall include the singular.
  4. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  5. A reference to **writing** or **written** includes emails but excludes faxes.
  6. 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.
  7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
  8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
  9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## Type of research funded by HIS

* 1. HIS may offer support intended to benefit researchers in the following roles:

1. Clinicians and healthcare workers;
2. MD or PhD Studentships;
3. Research Associates, Assistants or Technicians;
4. Clinical and non-clinical academics.
5. General terms and conditions of awards
   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.
   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.
   3. Grants will only be awarded to non-commercial and public sector institutions such as hospitals, universities, research institutions and governmental executive agencies.
   4. HIS does not currently offer co-funding. When applying for any HIS Funding, the Applicant must declare if they have sought, or intend to seek, any financial support outside of HIS. 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.
   5. Once Funding has been awarded, HIS shall provide such Funding as specified in the Application for the items stated in the Application, but subject always to subject always to compliance in full with the Conditions by the Applicant.
   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.
   7. For international events, 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.
   8. Any additional or supplementary costs not identified in the Application cannot be claimed retrospectively.
   9. 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 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.
   10. 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.
6. Eligibility
7. This award is only open to Associate and Full members of HIS who have maintained their membership for two (2) consecutive years.
8. A recipient of the grant will be eligible to reapply for the award every three (3) years, but preference will be given to new applicants.
9. Applications must be submitted and signed by the Applicant and the Institution.
10. Financial Provisions
    1. Non Employment
11. The relationship between HIS and the Applicant is intended to be and shall be one of grant-maker and grant-recipient and shall not be an employment relationship. No Applicant shall be regarded as an employee of HIS under any circumstances.
12. 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.
13. Applicants must promptly notify HIS in writing of any changes they are aware of that may impact the relevant event.
14. Payment
    1. Note that payment is aligned to HIS receiving an invoice with payment proof (e.g. receipts), which is due within sixty (60) days following the event.
    2. Payment will be made to Applicant’s institution.
    3. HIS may approach Applicants with requests for review articles or writing blog entry based on their Funding Applications, and Applicants shall use their reasonable endeavours to comply with such requests.
15. Termination of Funding
    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.
    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 Applicant 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.
    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 Applicant has not complied with any of the Conditions.
16. General Terms
    1. Waiver
       1. 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.
       2. 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.
       3. 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.
       4. 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.
    2. Law and Jurisdiction
       1. 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.
       2. 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)
17. Signatures

|  |  |
| --- | --- |
| **Applicant (signing in their personal capacity)** | |
| Print Name |  |
| Position |  |
| Institution |  |
| Signature  Date |  |

|  |  |
| --- | --- |
| **HIS – to be signed and returned by HIS if awarded** | |
| Print Name | Healthcare Infection Society |
| Print Name of authorised signatory |  |
| Position of authorised signatory |  |
| Signature  Date |  |

For further information or enquiries, please contact Research and Development Manager via email at [grants@his.org.uk](mailto:grants@his.org.uk)

# Appendix

Further regulations relating to Career Development Bursaries

* 1. This bursary scheme supports the CPD of full and associate members (with 2 years continuous membership)
  2. Members are eligible to apply for the bursary every three years, although preference will be given to those who have not previously received the bursary.
  3. We are open to receiving requests for a wide range of learning experiences. This includes traditional, formal learning, blended or online learning, workshops, shadowing or training.
  4. The development opportunity must have clear objectives and a clear impact on your professional development, delivery of your service or development of the profession.
  5. The awardee will be required to prepare a short report for HIS to use on the Society’s website or in the members newsletter and may be asked to disseminate their newly gained knowledge.
  6. Up to £2500 is available for international and UK based events Claims against the award should be made in arrears once the CPD has finished.
  7. Only one place on the Engineering course will be funded per year
  8. A total of £10,000 is available per annum.
  9. The Society would consider co-funding an application for CPD where this was declared and fully justified. It is important that applicants state whether any financial support from another funding body is already provided or is being applied for on the application form.
  10. This award will not fund: Tuition fees for post-graduate courses, Research, Conference attendance, Microbiology courses with no demonstrable IPC/HCAI content on the program or Credit-bearing courses