# Terms and conditions for Graham Ayliffe Training Fellowship

Last updated: May 2020

Contents

[Terms and conditions for Graham Ayliffe Training Fellowship 1](#_Toc39222316)

[1. Introduction 4](#_Toc39222317)

[2. Definitions 4](#_Toc39222318)

[3. Ethical considerations 5](#_Toc39222319)

[4. General terms and conditions 5](#_Toc39222320)

[5. Eligibility 6](#_Toc39222321)

[5.9 Applicants must be HIS members. 7](#_Toc39222329)

[6. Financial Provisions 7](#_Toc39222330)

[6.1 Non-Employment 7](#_Toc39222331)

[6.2 Payment and Management of Funding 8](#_Toc39222332)

[6.3 Modifications 9](#_Toc39222333)

[(i) No-cost extension 9](#_Toc39222334)

[(ii) Transfer of Applicant to a new institution 10](#_Toc39222335)

[(iii) Budget revisions 10](#_Toc39222336)

[7. Reporting 10](#_Toc39222337)

[8. Termination of Funding 12](#_Toc39222338)

[9. Conference attendance for holders of Research Grants and Fellowships 12](#_Toc39222339)

[10. Intellectual Property Policy 13](#_Toc39222340)

[11. General Terms 18](#_Toc39222341)

[11.1 Waiver 18](#_Toc39222342)

[11.2 Law and Jurisdiction 18](#_Toc39222343)

[12. Signatures 19](#_Toc39222344)

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 Fellowship 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.

‘**Conditions**’ mean all terms and conditions applying to any application or award of Fellowship, including, for the avoidance of doubt, those contained in this document, those contained in the Application, and any other terms HIS may apply to the Fellowship, 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**’ means the researcher that has been awarded the Graham Ayliffe Training Fellowship and is pursuing a fellowship year.

‘**Fellowship**’ in this document means Graham Ayliffe Training Fellowship

‘**Funding**’ the type and level of funding awarded pursuant to the Application, awarded as a part of the Fellowship

‘**Graham Ayliffe Training Fellowship**’shall mean Funding of the kind particularised in condition in this document

‘**HIS-Funded Activity**’ shall mean any activity or any equipment purchase that is the subject matter of the Fellowship.

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

‘**Project**’ the project detailed in the Application and for which the Fellowship is awarded.

‘**Supervisor**’ shall mean the person(s) employed by the Institution and who is/are responsible for directly supervising the Fellow and identified as such in the Application.

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

## Ethical considerations

* 1. HIS requires that the ethical implications of the Fellowship have been investigated and assessed by the Applicant prior to submission of Application. The award of the Fellowship is contingent on ethical approval being obtained by the Applicant to HIS’s satisfaction and communicated to HIS.
  2. The Fellowship 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.

1. General terms and conditions
   1. The Conditions shall apply to all awards, and shall be binding on the Applicant, 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 the Applicant.
   2. HIS may change the Conditions applicable to the Fellowship from time to time, at which point the new Conditions apply to all new Fellowships.
   3. It is the Applicant’s responsibility to inform all persons working on the Fellowship project, and who have not signed the Application, of the Conditions 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.
   4. HIS does not currently offer co-funding. When applying for Fellowship, the Applicant 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 and the Application shall (unless HIS agrees otherwise in writing) be withdrawn immediately.
   5. Once Fellowship has been awarded, HIS shall provide funding as specified in the Application but subject always to receipt of satisfactory progress reports, and subject always to compliance in full with the Conditions by the Applicant and by all other persons engaged in the Project from time to time.
   6. All funding is subject to the continuing availability of funds allocated by HIS, 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. The Applicant and named Supervisor must ensure that all activities to be undertaken are undertaken in compliance with the Conditions.
   8. The Applicant must notify HIS of the Fellowship intended and actual start dates. Fellowships that fail to start within 6 months may be withdrawn at HIS’s sole discretion.
   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, travel costs or basic utilities. As such, it is a condition of the Fellowship that the funding be administered without the addition of any levies (overheads) by the Institution.
   10. For the avoidance of doubt, all applications for Fellowship and any decision whether or not to award it shall be at the sole discretion of HIS.
2. Eligibility
   1. The Graham Ayliffe Training Fellowship is open to medically qualified candidates and applicants with nursing qualifications, in either case, being the Applicant.
   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.
   3. Applications must be submitted and signed by the Applicant, the Institution, the Supervisor, and any and all Co-Investigator(s).
   4. A Medical Applicant 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.
   5. Applicants 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.
   6. In both instances, Applicants must take a one-year leave of absence (or FTE) from their current post and receive an honorary contract at the Institution.
   7. Applicants are required to identify a Supervisor, who will sign the Application, provide a letter of support and provide supervision during the fellowship.
   8. Applicants 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.
   9. Applicants must be HIS members.
   10. Only activity that is directly relevant to IPC relating to healthcare associated infections will be considered. Acceptable approaches may include, but are not limited to working in a specialist service relevant to infection prevention and control, development of specialist skills and expertise, undertaking a significant audit project with greater than local scope and completing a full audit cycle, development of a guideline in an area of significant importance and/or need, implementation, production of a structured review literature and/or meta-analysis, gaining experience as a part time trainee editor for the JHI.
   11. The award must not be used to support a recipient during a course for an examined higher qualification (e.g. a Master’s degree) or after an appointment to a Consultant Medical or Senior Nursing grade post at band 8/9.
   12. The exact amount of the award will depend on the current salary of the recipient (comprising basic unbanded salary, pension, and national insurance contributions) and subject to National Pay Awards. This will be paid six-monthly via the host institution upon receipt of an invoice and subject to a satisfactory progress.
   13. A full justification and costings breakdown of the salary, study and training budget is required in the Application.
   14. Proposed Applicants are required to submit a C.V. (using the HIS Fellowship C.V. template), an outline job plan and letters of recommendation.
   15. HIS may invite any proposed Applicants for interview before assigning the Funding award.
   16. The Supervisor must indicate agreement to the stated training courses and the study budget in their letter of recommendation.
   17. The Applicant 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.
3. Financial Provisions
   1. Non-Employment
4. 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, nor any other person engaged in the Fellowship project from time to time, shall be regarded as an employee of HIS under any circumstances.
5. HIS does not act as an employer for any Applicant or other staff associated with the Research that is subject to the Fellowship.
6. HIS accept no responsibility, financial or otherwise, for expenditure or liabilities other than those expressly applied for in the Application and included in the Fellowship award, and subject always to HIS’s right to terminate or withdraw the award pursuant to the Conditions.
7. In particular, HIS shall not be liable for any liability any Applicant incurs towards any of the following, including, but not limited to, statutory maternity or paternity pay, statutory sick pay, statutory redundancy pay or compensation for breach of statutory rights.
8. HIS will only fund costs directly associated with the delivery of the stated objectives for the Fellowship as set out in the Application and included in the award. HIS will not fund, for instance, and the Funding shall not be applied, to back-fill salaries to cover individuals participating in the Fellowship.
9. No increases in salary covered by the Fellowship will be paid by HIS, and subject always to the Conditions (including the terms on which the Fellowship is awarded, and HIS’s right to terminate or withdraw the award).
10. 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 of Supervisor or the hosting Institution.
    1. Payment and Management of Funding
11. Funding awards are capped for up to one (1) year.
12. The Fellowship shall not commence until and unless the start date for the Project has been agreed in writing by HIS and the Applicant (**Official Start Date**), and HIS have received prior to such date, the signed Application from the Applicant.
13. No expenses, including personal support, incurred prior to the Official Start Date will be paid.
14. The Project must commence within six (6) months of the Fellowship being awarded otherwise the Fellowship will be rescinded. If there are exceptional mitigating circumstances and HIS is kept well informed, the Applicant may request a delay to the Official Start Date, but this will be at the sole discretion of HIS.
15. The funding for the Fellowship 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:
16. 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;
17. HIS has received six-monthly reports which at that time are due to be provided to HIS, from the Applicant, which are satisfactory to HIS
18. the aforementioned invoice must state the reference number allocated to the Fellowship and the name of the Applicant.
19. Invoices submitted otherwise than in accordance with condition 6.2(e) may, at HIS’s discretion, be subject to a 5% reduction in the Fellowship amount specified in the affected invoice.
20. The Institution shall ensure that the funding made available by HIS is applied exclusively and appropriately in support of the Fellowship for which it has been awarded, and that all contractual requirements relating to the Fellowship and the award of funding are met, and that there is appropriate supervision of the Fellow.
21. 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. 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 Applicant 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.
22. Only equipment that is essential to the Fellowship may be requested as part of the consumables budget aspect of the award. Laboratory essentials and/or 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 Fellowship, such as, but not limited to, specific HPLC columns, probes or sensors, can be requested as part of the consumables budget aspect, 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 Fellowship is awarded.
23. 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.
24. HIS reserves the right to withdraw any funding allocated to a Fellowship 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.
    1. Modifications
25. 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.
26. Such modifications which can be requested include:

(i) No-cost extension

An extension to the period covered by the Fellowship can be requested if the funding is not spent in the allotted period and there are outstanding elements of the project to be completed. The Fellow 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 progress report should provide a brief overview of scientific accomplishments to date and a brief explanation of the Fellow's plans towards completing the Project during the extension period.

(ii) Transfer of Applicant to a new institution

Should an Applicant 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 statement from the new institution, that details support staff and clinical facilities of the new Institution to determine its suitability.
* A letter from new institution stating that they are aware and supportive of the Fellowship and that adequate facilities will be available to the Applicant to enable completion of the Fellowship.
* A statement from the Applicant to describe any changes to the Fellowship Project, technical approach and anticipated results, if different from that stated in the original Application.
* Applicants should negotiate the right to retain any supplies and equipment purchased with Fellowship 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 Fellowship, and in doing so may impose any conditions its sees fit for the transfer of the Fellowship, including requiring the new institution to be bound by the Conditions.

(iii) Budget revisions

The Applicant 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 Fellowship Project or the way it is conducted. If approved by HIS in writing, the changes will be binding on all the Applicants.

1. Reporting
   1. It is a continuing condition of the Fellowship that HIS receives from the Applicant satisfactory progress reports every six months.
   2. Instructions on the content and style of such reports will be provided by HIS and must be followed.
   3. A critical part of the above report is a lay summary of the achievements to date. HIS will rely on the Applicant 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 Fellowship.
   4. 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.
   5. It is a condition of the Fellowship that within sixty (60) days of the project’s agreed completion date, the Fellow 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.
   6. The final report should be submitted through the Applicant, who must append their comments. The last instalment of the Fellowship 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. Applicants are strongly encouraged to, and must make endeavours to, publish the outputs of the Fellowship.
   8. HIS must be given first refusal (for publication in HIS’s Journal of Hospital Infection (**JHI**) or Infection Prevention in Practice (**IPIP**)) in respect of publication of any output arising from the Fellowship.
   9. If there is an intention by any Applicant to seek publication elsewhere, HIS’s Research Committee must be notified in writing by the Applicant prior to submission. Any publication elsewhere that has not been agreed in advance by HIS’s Research 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 Applicant/Institution for further Funding applications.
   10. HIS may approach Applicants with requests for review articles based on their Fellowships and Applicants shall use their reasonable endeavours to comply with such requests.
   11. HIS’s Research 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 also applies for any publication arising from Fellowship, published at any time, during or after the end of the Fellowship period.
   12. HIS will not, unless it expressly agrees to do so in writing, assist with publication costs for the publication of outputs arising from Fellowship as a full journal article in another publication or as an Open Access article.
   13. All oral and written presentations, publications and other documentation arising from Fellowship must include acknowledgement of HIS Funding, and where possible include a copy of the HIS’s logo in accordance with condition 7.14 below. Copies of the final presentation and other documents must be sent to HIS within two (2) months of publication.
   14. The HIS logo shall, where possible, be used on all materials used in the dissemination of findings from Fellowship and in compliance with any brand guidance provided by HIS to the Applicant or Institute from time to time.
   15. Once the Project is completed, the Applicant 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).
2. Termination of Funding
   1. Fellowship 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 Fellowship with immediate effect, in the event that the Applicant, or any other Applicant, or any person engaged in the Fellowship (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 Fellowship that a breach occurred.
   3. HIS shall reimburse expenditure covered by the Fellowship 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 or Supervisor has not complied with any of the Conditions.
   4. Applicants 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 Fellowship 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.
3. Conference attendance for holders of Research Grants and Fellowships
   1. Applicants are actively encouraged to attend and present at HIS meetings or conferences to disseminate the results and/or outputs of the Fellowship.
   2. HIS will, at its discretion, pre-allocate additional funds (of up to £1,500) per Fellowship award. This will include registration to attend either the HIS Spring meeting or the HIS biennial conference during or immediately following the Fellowship (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. Applicants 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.
   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.
   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.
   5. The presenter of any oral or poster presentation (being the Applicant) shall agree that:
      1. the relevant provisions in condition 7 will be adhered to
      2. 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
      3. poster presentations will acknowledge the support of HIS and include the HIS logo. High-resolution copies of the logo will be provided by HIS.
   6. A reprint of all published presentations and publications must be sent by the Applicant to HIS within two (2) months of the attendance of such meeting/conference.
   7. The Applicant 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 Fellowship.
   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.
4. Intellectual Property Policy
   1. Intellectual Property
      1. HIS and each of the Applicants herby agree, and each of the Applicants shall take all such steps to ensure, that any Foreground IP shall be the property of the Applicant, 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.
      2. 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.
      3. HIS requires the Applicant and the Institution to develop and implement strategies and procedures for the identification, protection, management and exploitation of all Foreground IP.
      4. The Applicant 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 Applicant’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).
      5. Applicants should communicate progress and developments via HIS’s Research and Development Manager.
      6. The Applicant shall permit HIS to have reasonable access to its personnel, facilities and information utilised in, or created or acquired pursuant to a Fellowship, or to the exploitation of Foreground IP under this condition 10.1
      7. The Applicant shall ensure and/or procure that all persons working on or involved with a Fellowship (including but not limited to Supervisor) are employed, engaged or retained on terms that vest in the Applicant all Foreground IP, and that such persons waive any moral rights or equivalent rights in the Foreground IP throughout the world.
   2. Key considerations when applying for consent for exploitation of Fellowship
      1. 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 Fellowship, HIS requires the Applicant 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.
      2. If the Applicant considers that exploitation of the Foreground IP is an appropriate means of achieving the public good in accordance with condition 10.2(a), the Applicant 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.
      3. 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 Applicant to share with HIS the benefit of commercialisation of such Foreground IP, either:

(i) as set out in condition 10.4; or

1. by requiring the Applicant to enter into an agreement with a company of HIS’s choice on substantively the same terms as condition 10.4.
   * 1. The consent process requires the completion of a consent form describing the relevant Foreground IP, the Fellowship 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.
   1. Step-in Rights
      1. Should the Applicant 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 Applicant 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 Applicant 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 Applicant shall promptly assign all Foreground IP to HIS.
      2. If the Applicant 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 Applicant 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 Applicant, and if it does, then then the Applicant shall promptly assign all Foreground IP to HIS.
      3. 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 Applicant agrees to do, and will ensure that any third party involved in the Fellowship, act as required to assist HIS in such protection and exploitation, promptly and fully, including, at the request of HIS, assigning all Foreground IP to HIS.
      4. Where HIS acquires Foreground IP under conditions 10.1(a) to 10.1(c), HIS shall have the rights granted to the Applicant under condition 10.4(a) below, and the Applicant 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 Applicant, and vice versa.

* + 1. Thirty (30) days after the last day of each year following the Official Start Date or as reasonably requested by HIS, the Applicant 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.
    2. 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 Applicant 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.
    3. If HIS’s auditors conclude that the amount paid to HIS by the Applicant under this condition 10 was less than it should have been, the Applicant agrees to pay the amount of such short fall to HIS within fourteen (14) days of receipt by the Applicant 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 Applicant to HIS, in which event the reasonable costs of such audit shall be borne by the Applicant directly.
    4. The entirety of this condition 10 shall continue to apply notwithstanding the termination of this agreement, or the Fellowship, for any reason whatsoever.
  1. Revenue and equity sharing terms

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

* + 1. Where HIS is the sole funder of the Research leading to the Foreground IP, the Applicant shall share with HIS all revenue generated from exploitation of such Foreground IP, for the purposes of which, from gross income received by the Applicant, or its technology transfer company if relevant, the Applicant shall:

1. deduct and reimburse as appropriate any costs reasonably incurred by the Applicant, exclusively attributable to the exploitation of the Foreground IP, including patent fees and reasonable professional costs (**Direct Costs**)
2. deduct and reimburse to HIS as appropriate the full amount of any funding paid by HIS
3. distribute remaining income received in the following revenue shares (determined by reference to cumulative income) as follows:

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

* + 1. 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 Applicant 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 |

* 1. Agreements with third parties and collaborators
     1. 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 Fellowship project should not use materials or compounds (other than those obtained commercially), on terms which would place restrictions on the publication of the results.
     2. 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.
     3. 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 Applicant entering into agreements with third parties. Examples of instances where HIS would expect consultation and a right to negotiate are as follows:

1. 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.
2. 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.
3. 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)
4. Signatures

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

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

|  |  |
| --- | --- |
| **Institution (authorised signatory signing for and on behalf of the Institution)** | |
| Print Name of Institution |  |
| Print Name of authorised signatory |  |
| Position of authorised signatory |  |
| Signature  Date |  |

|  |  |
| --- | --- |
| **HIS** | |
| Print Name | Healthcare Infection Society |
| Print Name of authorised signatory |  |
| Position of authorised signatory |  |
| Signature  Date |  |

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