



SarcoidosisUK: Terms and Conditions of Funding

This Agreement dated **XXXXXX**, which together with the Grant Award Letter dated [date of letter] form the basis of the Grant, sets out the standard terms and conditions on which the Grant is made by SarcoidosisUK, registered Charity no 1204750.

Summary of the Grant

Research Proposal Title	
Lead Applicant/Grant Holder	[Name] [Address]
Host Institution	[Name] [Address] [Registration No if applicable]
Grant Amount	
Grant Period	Start date.....End date.....
SarcoidosisUK Award Number	
Date of award	

These terms and conditions must be accepted and signed by an authorised signatory on behalf of the Host Institution and by the Lead Applicant/Grant Holder. Acceptance of the Grant indicates agreement to these terms and conditions. These terms and conditions cannot be negotiated.

Introduction

This agreement covers the contractual arrangements between SarcoidosisUK, the Host Institution at which the research described in the Research Proposal is to be carried out, the management of the Grant and the working arrangements between SarcoidosisUK, the Lead Applicant/Grant Holder and the Host Institution.

Definitions

Grant Amount The funding requested in the Research Proposal and specified in the Grant Award Letter.

Grant Award Letter- The letter from SarcoidosisUK to the Lead Applicant/ Grant Holder confirming the award and specifying the financial value of Grant Amount in British Pounds Sterling

Grant Period – The duration of the Grant as set out in the Grant Award Letter.

Host Institution- The university, hospital trust, research institution, or other body to whom the Grant is awarded.

Intellectual Property (IP)- All present and future inventions discoveries, materials (including biological and chemical materials), technologies, products, data, algorithms, software, patents, databases, copyright, confidential information and other intellectual property and know-how arising from the Research and all other rights or forms of protection of a similar nature having equivalent effect anywhere in the world.

Intellectual Property Rights (IP Rights)– All present and future rights arising from inventions, discoveries and other developments resulting from the Research undertaken as a result of SarcoidosisUK's funding including (without limitation) patents, design rights, copyright, database rights, moral rights, trademarks, service marks, know-how, confidential information and all other rights or forms of protection of a similar nature having equivalent effect anywhere in the world.

Lead Applicant/Grant Holder- The lead applicant as specified in the original Research Proposal and the Grant Award Letter.

Premises- All research facilities where the Research is conducted.

Research - The research and project/study/investigation set out in the Research Proposal which is the subject of the Grant.

Research Personnel- The Host Institution staff supervised by the Lead Applicant to conduct the Research.

SarcoidosisUK- A charity registered in England and Wales (no. 1204750), whose registered office is: 214 China Works, 100 Black Prince Road London SE1 7SJ.

1. General funding

- 1.1 SarcoidosisUK will provide financial support for the Research Proposal named in the Grant Award Letter and the summary above. All expenditure must be in accordance with the original grant application.
- 1.2 The Host Institution and Lead Applicant must formally accept, in writing, the Grant as detailed in the Grant Award Letter and agree to SarcoidosisUK's terms and conditions.

- 1.3 The Grant must be activated by the Lead Applicant within three months from the start date indicated on the Grant Award Letter. Any change to the start date must be agreed by SarcoidosisUK in writing.
- 1.4 The Grant end date is defined by the duration of the award (detailed in the original Research Proposal) from the activation date.
- 1.5 The amount of the Grant will not be increased. The Host Institution will be responsible for any expenditure on the Research project in excess of the Grant Amount awarded.
- 1.6 The Host Institution shall comply with all applicable laws, regulations and professional and ethical standards and shall obtain and maintain all necessary licences and approvals in respect of the Research.
- 1.7 It is the responsibility of the Host Institution and the Lead Applicant to ensure that all parties, including collaborators, supervisors, and staff employed on SarcoidosisUK funded grants comply with these terms and conditions.

2. Purpose and use

- 2.1 No material change shall be made to the Grant without the prior written approval of SarcoidosisUK.
- 2.2 The Host Institution must ensure that the Grant is used for the purposes for which it was awarded. Any plan to diverge from the aims outlined in the original Research Proposal requires prior written agreement from SarcoidosisUK.

3. Research personnel/staff

- 3.1 SarcoidosisUK does not function as an employer with respect to the Grant. Where the Grant includes financial support for the employment of staff it is the responsibility of the Host Institution to ensure that all relevant employment laws and regulations are complied with and that all staff receive appropriate training. SarcoidosisUK will not be held responsible for nor indemnify the Host Institution against any claims for redundancy, compensation, dismissal or discrimination or any other claims for which the Host Institution may be liable.
- 3.2 The Research shall be conducted by personnel as set out in the Research Proposal. Any changes to the Research Personnel must be agreed with SarcoidosisUK in advance.
- 3.3 The Host Institution or Lead Applicant shall notify as soon as reasonably practicable after the date of the Grant Award Letter the names, dates of appointment and starting salaries of the Research Personnel and thereafter keep SarcoidosisUK fully and promptly advised of any alterations.
- 3.4 The Host Institution must notify SarcoidosisUK at the earliest possible opportunity of any changes to its status or that of the Research Personnel that might affect its or their eligibility to hold the Grant or that might reasonably have affected SarcoidosisUK's decision to award the Grant had the circumstances been known at the time.
- 3.5 The Host Institution is responsible for ensuring all clinical staff involved with the Research have the necessary professional registration and occupational health clearance. All clinical staff should hold either honorary NHS clinical contracts or honorary university contracts at the appropriate level for the duration of the Grant.
- 3.6 Salary costs awarded in the Grant may:
 - 3.6.1 be used to fund salary, the employer's National Insurance contribution, and an employer's pension contribution which will not be higher than the rate used by the USS or NHS scheme. It must not be used to offset any prior underfunding of the pension scheme,

- 3.6.2 be used to appoint staff within the pay model applied by the Host Institution. The level at which staff are appointed should be in accordance with the Host Institution's normal procedures, provided the salary awarded for each post is not exceeded,
- 3.6.3 not be used for any bonus or merit awards.
- 3.7 In the event of maternity, paternity, adoption, or sick leave being taken, salary allocation may only be used as cover for the vacant position, rather than for benefit payments for the staff member taking an extended period of leave. It is the responsibility of the Host Institution to cover the costs of the benefits payments although the staff member's salary is paid from a grant funded by SarcoidosisUK.
- 3.8 SarcoidosisUK expects that all people involved in the Grant will treat each other with dignity and respect, and considers bullying and harassment of any kind, in any context, unacceptable. It is the Host Institution's responsibility to adopt a formal policy that clearly sets out the standards of behaviour it expects from staff and the procedure for making and responding to complaints.
- 3.9 The Host Institution must investigate allegations of bullying and harassment in an impartial, fair, and timely manner, ensuring the rights of employees involved are protected, and take appropriate action.
- 3.10 In the event that the Host Institution deems it necessary to take any disciplinary or other action resulting in (or potentially resulting in) the dismissal or suspension of a member of the Research Personnel, the Host Institution shall notify SarcoidosisUK of such action as soon as practicable (and preferably in advance) and will similarly notify SarcoidosisUK of the progress and outcome of such action.
- 3.11 The Host Institution must ensure that appropriate Premises are available to house the Research Personnel undertaking the Research, and that all equipment used in the Research is fully maintained, kept in an appropriate and safe state of repair and properly serviced, covered by the Host Institution's insurance policies for the duration of the Grant. The Host Institution must comply with and perform all obligations and duties of law (including all health and safety legislation) in respect of the Premises.
- 3.12 The Host Institution shall provide any personnel funded by the Grant with any required support services and facilities.

4. Ethical responsibilities

- 4.1 The Host Institution accepts full responsibility for ensuring that all necessary legal and regulatory requirements, including ethical approval are in place for the duration of the Grant.
- 4.2 The Grant must not be used for any research on animals which has not been approved and set out in the original Research Proposal.
- 4.3 SarcoidosisUK requires that any use of animals must adhere to the Guidelines for the Welfare and Use of Animals in Cancer Research as per Workman, et al. (2010: British Journal of Cancer 102,1555-1577) and supports the guiding principles of the NC3Rs: Consideration must be given to all opportunities for reduction, replacement and refinement of animal involvement in the Research.
- 4.4 The PREPARE guidelines (Smith, A.J., (2020) Lab Anim Res 36, 21. <https://doi.org/10.1186/s42826-020-00054-0>) should be considered as part of experimental design and the ARRIVE guidelines (Percie du Sert, N. et al. (2020) PLoS Biol 18(7): e3000410. <https://doi.org/10.1371/journal.pbio.3000410>) should be followed for reporting all experiments involving animals, wherever possible.
- 4.5 The Host Institution must ensure that it is fully compliant with current Home Office legislation in relation to any use of animals in research.

- 4.6 All researchers using cell culture must incorporate a specific cell line authentication protocol into their experimental framework, following the best practice for cell culture procedures (UKCCCR Guidelines for the Use of Cell Lines in Cancer Research, 2000: Br. J. Cancer 82, 1495–1509)).
- 4.7 All researchers must follow the principles and guidelines set out in UK Research and Innovation's policy on the governance of good research practice.
- 4.8 Legal, professional and ethical requirements of this agreement shall be amended to include any relevant subsequent changes to the applicable law, principles, guidelines and professional practice.

5. Financial management

- 5.1 The Host Institution must ensure proper fiscal management of grants and accountability for the use of public funds.
- 5.2 The Grant may only be used in respect of the Research, and the Host Institution shall ensure that it is not used for any other project or activity. Furthermore, the Host Institution will ensure that funds are not transferred between fund headings within the Research Proposal without the prior written approval of SarcoidosisUK.
- 5.3 SarcoidosisUK will not pay any indirect costs.
- 5.4 All amounts specified in the Grant Award Letter are inclusive of Value Added Tax (VAT).
- 5.5 SarcoidosisUK will reimburse the Host Institution expenditure incurred in respect of the Grant quarterly in arrears upon receipt of a request for payment. Requests for payment, together with all supporting documentation, should be submitted to SarcoidosisUK by email to research@sarcoidosisuk.org within ten working days of the end of each quarter (i.e., within ten working days of 31 March, 30 June, 30 September and 31 December). The final claim must be submitted within six months of the termination date of the award.
- 5.6 No part of the Grant that has been awarded to cover salary payments may be used to pay bonus or other such awards.
- 5.7 No part of the grant shall be transferred to a different host institution or a new lead/principal investigator without the written permission of SarcoidosisUK. If SarcoidosisUK agrees a transfer to a new host institution, SarcoidosisUK reserves the right to require that any equipment funded by the Grant is also transferred.
- 5.8 At the request of SarcoidosisUK, the Host Institution and/or its external auditors shall provide written confirmation that the Grant has been used for the purpose for which it was awarded and that the costs incurred meet the conditions of the Grant.

6. Research management

- 6.1 SarcoidosisUK expects that the Research will be conducted according to the highest standards of rigor and integrity and to all applicable codes of practice.
- 6.2 The Host Institution must have measures in place to mitigate the risk of incidences of scientific misconduct and must inform SarcoidosisUK, in confidence and at the earliest opportunity, of any allegations of fraud or other misconduct and of the progress and outcome of any investigations.
- 6.3 SarcoidosisUK reserves the right to conduct its own investigation into any allegation of fraud or misconduct and requires the Host Institution to provide such assistance and information as SarcoidosisUK may require for that purpose.
- 6.4 The Host Institution accepts full responsibility for ensuring that all necessary legal and regulatory requirements are met and that any necessary or appropriate ethical approvals are obtained. This includes obtaining all licences and approvals.

- 6.5 The Host Institution is responsible for managing conflicts of interest and must notify SarcoidosisUK of any relevant conflicts that may arise. The Host Institution must use all reasonable endeavours to ensure that SarcoidosisUK is not at risk of any breach of charity law or other applicable regulation resulting from the relationship of any of the Research Personnel with a commercial organisation.

7. Progress reporting and publications

- 7.1 The Lead Applicant shall submit an annual written report on the progress of the Research using a template supplied by SarcoidosisUK at an agreed date each year.
- 7.2 The Lead Applicant will submit a final written report to SarcoidosisUK in respect of the conduct and outcome of the Research within three months of its completion.
- 7.3 The Host Institution and the Lead Applicant shall take all necessary steps to disseminate the results of the Research in accordance with normal academic practice, preferably as immediate open access publication. SarcoidosisUK must be referred to as funder in any published material and other relevant documents about or arising from the Research.
- 7.4 The Lead Applicant must provide SarcoidosisUK with details of all publications whether wholly or partly funded. Details should be provided at the time of submission for publication to ensure that SarcoidosisUK is kept fully informed of all results entering the public domain and has sufficient notice to arrange any publicity.
- 7.5 SarcoidosisUK reserves the right to disclose information regarding the Grant to relevant bodies and regulatory authorities including Association of Medical Research Charities, National Institute of Health Research, other agencies administering governmental funding and SarcoidosisUK Commission.
- 7.6 Where the Research has involved the use of animals, all associated research personnel are reminded that all communications with the public and media must be transparent.

8. Recognition of support and publicity

- 8.1 SarcoidosisUK's support for the Research must be acknowledged in any oral or poster presentations or written report of results and should display the SarcoidosisUK logo.
- 8.2 All references to SarcoidosisUK-funded Research placed on websites, electronic bulletin boards and similar must state clearly that the work is funded by SarcoidosisUK and, where practical, should include a link to the SarcoidosisUK website – www.sarcoidosisuk.org.
- 8.3 All advertisements for staff funded by the Grant must indicate that SarcoidosisUK funds the Research.
- 8.4 To safeguard and develop future voluntary income, it is essential that SarcoidosisUK is well known and respected amongst the scientific community, the media, fundraisers, and the general public. The Lead Applicant and/or Host Institution may be required to co-operate with SarcoidosisUK in connection with any publicity or fundraising activity that arises from the Research.
- 8.5 When speaking publicly about the Research, and particularly when speaking to the media, Research Personnel should ensure that they are properly recognised as SarcoidosisUK-funded researchers. Personnel must ensure that their personal views are not misrepresented as being attributable to SarcoidosisUK.
- 8.6 SarcoidosisUK expects the Lead Applicant, the Host Institution, and all Research Personnel to contribute as much as possible to its publicity and fundraising efforts. Such contribution might involve (but will not necessarily be limited to) speaking at fundraising events, displaying SarcoidosisUK's publicity and promotional materials, writing blogs for SarcoidosisUK's website, and participating in promotional films.

- 8.7 SarcoidosisUK may refer to or otherwise use the Research as a means of demonstrating the impact of donated funds to supporters and potential supporters of SarcoidosisUK. SarcoidosisUK may use images in its promotional materials and may seek input from the Lead Applicant or the Host Institution regarding quotes, copy or other written contributions.
- 8.8 SarcoidosisUK reserves the right to use data and other material relating to the Research as part of its fundraising or publicity activities.

9. Intellectual property (IP)

- 9.1 SarcoidosisUK and the Host Institution agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other intellectual property rights whatsoever owned by SarcoidosisUK or the Host Institution prior to the period of grant shall remain the property of that party.
- 9.2 All intellectual property rights arising because of activity funded by the Grant ('IP Rights') shall, in the first instance, vest in the Host Institution. The Host Institution shall be responsible for ensuring that contracts of employment and other such terms of engagement relating to the Research Personnel provide for automatic and immediate vesting in the Host Institution of the IP Rights.
- 9.3 The Host Institution undertakes that it shall not enter into any arrangement with another funder, sponsor or other person or body relating to the Research, such that any third party shall have any proprietary interest in the IP Rights, without the prior written approval of SarcoidosisUK.
- 9.4 SarcoidosisUK is under an obligation to ensure that the useful results of research that it funds (whether in whole or in part) are applied for the public good. In some circumstances, this obligation may be best achieved through the protection of intellectual property and commercial exploitation. The Host Institution must also prioritise the delivery of public benefit, with no excessive private or personal benefit.
- 9.5 None of the IP Rights may be exploited, sold, assigned, or otherwise be disposed of or purported to be disposed of, without the prior written agreement of SarcoidosisUK (such agreement not to be unreasonably withheld or delayed). SarcoidosisUK will only refuse the Host Institution's request where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives.
- 9.6 The Host Institution must have procedures in place for the identification, protection, management, and exploitation of the IP Rights. As a condition of granting consent, SarcoidosisUK will require the Host Institution to accept the standard revenue and equity sharing terms of SarcoidosisUK.
- 9.7 SarcoidosisUK's standard revenue and equity sharing terms include the provision that all revenue received from the commercial exploitation of the IP Rights, after legal costs, any applicable taxes and other incidental expenses incurred directly in connection with the exploitation of the IP Rights ('Net Revenue') shall be divided equally between SarcoidosisUK and the Host Institution. The party responsible for the exploitation shall account to the other party for its share of the Net Revenue on a quarterly basis in pounds Sterling to the bank account nominated by that party.
- 9.8 If any third parties pay costs for the Research, which are included in the total cost of any Research which is funded in whole or in part by the Grant, then SarcoidosisUK's amended share of the Net Revenue shall be calculated on the same percentage as the Grant represents, as a percentage of the total costs of the Research.

- 9.9 The Host Institution must notify SarcoidosisUK promptly in writing when IP Rights that may be of medical or commercial value arises from the Research, including full details of the nature and relevant commercial potential of the IP Rights.
- 9.10 The Host Institution must notify SarcoidosisUK of the proposed terms of any exploitation of the IP Rights arising from the Research and provide regular updates on the progress of negotiations between the Host Institution and all relevant third parties.
- 9.11 The Host Institution must consider the need to protect the IP Rights prior to any publication or public presentation of Research results.
- 9.12 The Host Institution must deliver, at least annually, an exploitation report detailing the commercialisation activities for that year to SarcoidosisUK, including but not limited to, details of all patent applications filed, and other protection sought as well as details of any protection obtained for the IP Rights.
- 9.13 The Host Institution must arrange and hold commercialisation update meetings at least once every six months, or as otherwise agreed with SarcoidosisUK.
- 9.14 If the Host Institution does not protect, manage or exploit the IP Rights arising from the grant to SarcoidosisUK's satisfaction, SarcoidosisUK shall have a right but not a duty, to protect, manage and exploit the IP Rights. If SarcoidosisUK decides to exercise its right, the Host Institution shall procure that its employees, and any third parties acting on its behalf conduct all acts reasonably required by SarcoidosisUK to assist SarcoidosisUK in such protection, management, and exploitation.
- 9.15 The Host Institution and the Research Personnel shall co-operate fully with SarcoidosisUK on all matters relating to the IP Rights.

10. Liability, insurance, and indemnity

- 10.1 SarcoidosisUK accepts no responsibility for costs or liabilities incurred in connection with the Research funded by a SarcoidosisUK grant other than those costs specifically set out in the Grant Award Letter and in these terms and conditions.
- 10.2 SarcoidosisUK will not be responsible for liabilities arising out of the acts or omissions of the Host Institution, the Lead Applicant, or others involved in the Research or other work funded by a SarcoidosisUK-funded grant. The Host Institution hereby indemnifies SarcoidosisUK against any costs, claims or liabilities suffered or incurred by SarcoidosisUK as a result of any action, claim or complaint brought by a third party against SarcoidosisUK arising out of or in connection with the Research.
- 10.3 SarcoidosisUK is not liable for loss or injury caused or deemed to caused by the use or misuse of any equipment funded under the Grant.
- 10.4 SarcoidosisUK requires the Host Institution to maintain an appropriate insurance policy in place to cover its liability in respect of any death or personal injury caused by its conduct in a SarcoidosisUK-funded clinical research in accordance with the relevant Local Research Ethics Committee approval.

11. Variation and termination

- 11.1 All grants awarded by SarcoidosisUK are subject to the terms and conditions that apply at the time the Grant is awarded and any subsequent written amendments. SarcoidosisUK reserves the right to amend these terms and conditions from time to time. SarcoidosisUK will notify all Lead Applicants of such changes.
- 11.2 In the event of a conflict between the provisions of these terms and conditions as amended from time to time and of the Grant Award Letter, the provisions of the Grant Award Letter will take precedence.

- 11.3 SarcoidosisUK reserves the right to withhold or suspend the Grant with immediate effect if there is a financial irregularity or other ethical or substantial reason to do so.
- 11.4 SarcoidosisUK reserves the right to terminate the Grant with sixty (60) days' written notice if there is a financial irregularity or other ethical or substantial reason to do so.
- 11.5 For the avoidance of doubt, a 'substantial reason' under clauses 6.1, 6.2 and 6.3 shall include (without limitation) if a Host Institution breaches clause 5.1 and if allegations relating to a misconduct incident are upheld against a Lead Applicant 3.10.
- 11.6 SarcoidosisUK reserves the right to terminate the Grant with immediate effect if the Host Institution is in material breach of any of its obligations and fails to remedy such breach where it is capable of remedy within sixty (60) days of a written notice from SarcoidosisUK specifying the breach and requiring its remedy.
- 11.7 SarcoidosisUK reserves the right to terminate the Grant with immediate effect if the Host Institution does anything which in the opinion of SarcoidosisUK brings or is likely to bring the charity's reputation into disrepute.

12. Governing law

- 12.1 These terms and conditions shall be governed by and construed in accordance with English law. The Host Institution and the Lead Applicant(s) irrevocably submit to the exclusive jurisdiction of the English Courts to settle all matters in connection with the conditions of the Grant.

SIGNED on behalf of SarcoidosisUK by:

Name:

Signature:Date:.....

SIGNED on behalf the Host Institution by:

Authorised Signatory Name:.....

Position Held:.....

Signature: Date:

SIGNED by the Lead Applicant:

Name:.....

Signature:Date:.....

V2. 10 Feb 2026

