

## SMALL GRANT COMPETITION

### CONDITIONS OF GRANT

(as at November 2021)

---

#### 1.0 Introduction

The purpose of this document is to set out the **Conditions of Grant** as applied by the Hannah Dairy Research Foundation (HDRF) in relation to its **Small Grant Competition Award** (also referred to as: Small Research Award).

#### 2.0 Small Research Award

These are up to a maximum of £25,000 for direct costs only with a maximum duration of grant of twenty-four (24) months. Payments of 80% of the total award value are made on receipt of the signed award letter from the finance office of the grant holder and on confirmation of ethical approval (if ethical approval for the project is required). The remaining funds will be paid upon successful completion of a financial reconciliation at the end of the grant. All payments made by HDRF may be recovered and/or future payments withheld if expenditure by the grant holder is not in accordance with that agreed by HDRF.

#### 3.0 Definitions of Terms

In these conditions:

1. **Application** means a HDRF application form for a response mode grant completed by the applicant(s) in respect of the research project, and into which these conditions are incorporated;
2. **Principal Investigator** means the person who takes overall responsibility for the design, conduct and reporting of a study if it is at one site; or if the study involves researchers at more than one site, the person who takes primary responsibility for the design, conduct and reporting of the study whether or not that person is an investigator at any particular site.
3. **Conditions** means these standard conditions of research grant, being the basis upon which the HDRF will offer to support any research project by means of a grant;
4. **HDRF** means the Hannah Dairy Research Foundation;

5. **Grant** or research grant means the grant offered to the grantholder by HDRF as specified in the research grant letter, as varied from time to time in accordance with the provisions of these conditions;
6. **Grant holder** means the institution to whom the grant will be payable and at which the Principal Investigator is based. Grants are awarded for research in Higher Education Institutions, Research Institutes, or other appropriate centres. The grantholding institution must be in Scotland or have a *bona fide* link with a Scottish Research Institution or University.
7. **Project** or **research project** means the research project to be undertaken by the applicant(s) the objectives of which are set out in the specification attached to the research grant letter and in accordance with these conditions;
8. **Research grant letter** means the letter from HDRF awarding the grant to the grantholder, setting out the objectives of the research project, and to which these conditions are annexed;
9. **Specification** means the summary of the details of the grant award issued with the offer letter. This includes: reference number, title, aims or purpose, sponsor, grant holder, Principal Investigator, co-Investigators and financial details;
10. **Sponsor** means an individual, organisation, or group taking on responsibility for securing the arrangements to initiate, manage and finance a study. A group of individuals and/or organisations may take on sponsorship responsibilities and distribute them by agreement among the members of the group, provided that, collectively, they make arrangements to allocate all the responsibilities.

#### **4.0 Sponsorship**

HDRF does not assume sponsorship responsibility for research funded through this scheme. The sponsor must be satisfied before the project begins that arrangements are in place for the research team to access resources and support to deliver the research as proposed and that arrangements are in place allocating responsibilities for the management, monitoring and reporting of the research.

#### **5.0 Responsibilities of the Grant holder**

5.1 The project shall be carried out by, or under, the general direction of the organisation named in the specification as the grant holder who will be responsible for operating the management and monitoring systems for the project and for ensuring that these terms and conditions are complied with.

5.2 The grant holder must provide the basic facilities required to support the work of the project.

5.3 The grant holder must ensure that the research supported by the grant complies with all relevant legislation and Government regulations whether in force or not as at the date of this award. This requirement includes approval or licence from any regulatory body that may be required before the research can commence.

5.4 The grant holder must ensure that the Principal Investigator, Co-Investigators and other staff understand and discharge their responsibilities and observe the terms and conditions of the grant.

5.5 It is the responsibility of the grantholder to ensure that the project has documented organisation approval before any work that involves any third party organisation commences.

5.6 The grantholder must notify HDRF of the start and completion dates of the project and of any events occurring during the project which could prejudice the completion date. No change in the research protocol may be made without prior agreement in writing of HDRF.

5.7 The grantholder is responsible for ensuring that the project is completed within the time allocated and within the financial limits of the grant and must advise HDRF immediately in writing of any occurrences which may prejudice the completion of the project within these limits. Failure to do so may result in termination of the project and the demand for partial or full repayment of funds.

5.8 If the project fails to progress, the sponsor, grantholder and HDRF will work together and with the Principal Investigator/co-Investigators to develop a solution. HDRF will not accept financial responsibility for delays in the project due to staff changes or failure by the sponsor and grantholder to put in place appropriate management and monitoring arrangements.

5.9 It is suggested that a project management committee/group is established to oversee the project. The composition of the committee will be a matter for the Chief Investigator to decide, but the issues for consideration will include research conduct and governance, project and financial management and dissemination (including where appropriate archiving of data).

## **6.0 Limitation of Liability**

HDRF accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the work funded by the grant. HDRF will not indemnify the sponsor, grantholder, the Principal Investigator, co-Investigators or any other person working on the grant (including employees, students, visiting fellows and subcontractors) against any claims for compensation or against any other claims (whether under statute or regulation or at common law) for which the grantholder may be liable as an employer or otherwise or for which any such person may be liable.

## **7.0 Data Protection**

It is the responsibility of the grantholder to ensure that the requirements of the General Data Protections Regulations and other legal provisions and guidance on handling information are fully observed. In particular, the Principal Investigator and co-Investigators shall ensure at all times that any personal data collected in the course of the project shall be securely held and handled and that the anonymity of persons to whom the data refers shall be preserved including in any report or publication.

## **8.0 Use of Animals**

Where animals are used, the minimum number required to obtain a meaningful result should be used. Where animals are used the research must be designed to meet full compliance with all Home Office Regulations and any legal requirements regarding the use of animals including:

- ensuring that the least sentient species with the appropriate physiology is used;
- ensuring that the number of animals used is the minimum sufficient to provide the statistical power to answer the question posed;
- ensuring that the severity of procedures performed on animals is kept to a minimum. Experiments should be kept as short as possible. Appropriate anaesthesia, analgesia and humane end points should be used to avoid any pain and suffering.

The grantholder is responsible for ensuring that the provisions of the Animals (Scientific Procedures) Act 1986 and any amendments are observed and that all necessary licences have been received before any work requiring approval takes place.

## **9.0 Ethics**

9.1 The grantholder is responsible for ensuring that ethical issues relating to the research project are identified and brought to the attention of the approval or regulatory body.

9.2 Ethical approval to undertake the research must be granted before any work requiring approval begins. Confirmation of such approval must be submitted to HDRF before the grant is paid.

## **10.0 Health and Safety**

The grantholder is responsible for ensuring that a safe working environment is provided for all individuals associated with a research project. Its approach and policy on health and safety matters must meet all regulatory and legislative requirements and be consistent with best practice recommended by the Health and Safety Executive. Appropriate care must be taken where researchers are working off-site. The grantholder must satisfy itself that all reasonable health and safety factors are addressed and to monitor and audit the actual arrangements made.

## **11.0 Research and Financial Misconduct**

11.1 The grantholder must have in place adequate systems for ensuring the quality and financial management of research that is carried out by its staff so that scientific misconduct (e.g. plagiarism, falsification of data, improper selection of data) or financial misconduct can be prevented. The grantholder should have effective mechanisms in place for identifying scientific and financial misconduct and clearly publicised and agreed procedures for investigating allegations of such misconduct.

11.2 It is the responsibility of the Principal Investigator, co-Investigators, the head of department and the grantholder to notify HDRF immediately if there is any indication that research or financial misconduct has occurred. Failure to do so may lead to the project's suspension or termination. Reimbursement of inappropriate claims will be sought.

## **12.0 Publication, Publicity and Acknowledgement of Support**

12.1 HDRF attaches great importance to the publication and dissemination of the results of research undertaken with its grant support. Grantholders must acknowledge HDRF's support in publications and communications (including media appearances and releases, as well as journals and conferences). HDRF financial support should always be acknowledged even when the contribution to individual papers may be small.

12.2 The grantholder is responsible for ensuring that articles, programmes or papers give an accurate account of the research.

12.3 HDRF reserves the right to publish details of financial support given for the project and of the scientific objectives of the project and periodically to submit publishable details.

12.4 The grantholder and/or Principal Investigator and/or Co-Investigators must inform the HDRF of any intended publication or significant public presentation of any work containing results, information or technical knowledge connected with the project.

12.5 The grantholder and/or Principal Investigator and/or co-Investigators shall forward a copy of the work to HDRF so that, prior to submission for publication, HDRF may comment on any matters of policy raised in the work. In particular any results that might be considered "sensitive" and exploitable by the media must be indicated to HDRF in good time and any press releases should be sent to HDRF at least five (5) working days in advance of intended date of release.

12.6 Where new or previously unreported results are to be made public at any meeting where representatives of the specialist or general news media may be present, the data and any text to be used should be sent to HDRF at least 5 working days in advance of the presentation, together with full information about the meeting.

12.7 All papers derived from the project must acknowledge HDRF funding and cite the HDRF grant reference number.

## **13.0 Public Engagement in Science**

The grantholder and/or Principal Investigator and/or co-Investigators are expected to participate in activities which seek to raise awareness of science amongst lay audiences.

## **14.0 Intellectual Property and Commercial Exploitation**

14.1 Unless otherwise stated, and subject to the conditions set out below, the ownership of intellectual property, and responsibility for its exploitation, rests with the

grantholder. HDRF may, at its discretion, retain ownership of intellectual property. This right, if exercised, will be set out in an additional condition.

14.2 The grantholder is responsible for ensuring that HDRF is informed in writing of any discovery, development, application or technical knowledge (“innovation”) arising in the course of the project which could have commercial value.

14.3 The grantholder is responsible for ensuring that the HDRF is notified of any proposed discussion or negotiation with any person, company or firm with a view to commercial use or exploitation of such results.

14.4 It is the responsibility of the grantholder, and all engaged in the research, to make every effort to ensure that any potential innovation generated or created in the course of the research is appropriately exploited. If at the end of a period of five (5) years from the final payment of the grant HDRF takes the view that the grantholder has not taken adequate steps to exploit the intellectual property in relation to that potential innovation, and HDRF takes the view that the potential innovation has such potential for exploitation, ownership of all intellectual property generated through the grant shall revert to HDRF immediately. In arriving at such a view HDRF will first consult the grantholder and shall subsequently notify any such view in writing.

14.5 The grantholder must ensure that all those associated with the research are aware of, and accept, the arrangements and conditions for exploitation.

14.6 Collaborative arrangements are expected to be put on a formal basis through an agreement covering the contributions and rights of the organisations and individuals concerning exploitation.

14.7 Such agreements must be in place before the research begins. The terms of collaboration agreements must not conflict with HDRF’s terms and conditions of small research grants.

## **15.0 Preserving and Sharing Research Data**

15.1 HDRF, in common with other research funders, strongly encourages the sharing of data from research it supports. Where the data may be of interest to researchers other than the original investigators, consent from research participants should be worded in terms that enable the data to be used for secondary analysis, and datasets should be preserved in a way that encourages other analysts to use them.

15.2 HDRF recognises that the original investigator has a right to a limited period of exclusive use of the data, that secondary analyses may be most fruitfully conducted in collaboration with the original investigator, and that publications making secondary use of the data should acknowledge the intellectual property of the original investigator.

15.3 Whether or not the data are likely to be used for secondary analysis, the Principal Investigator must ensure that the raw data or results are stored for a minimum period of five (5) years after completion of the project. At any time during this period the data or results may be requested by HDRF. If a longer period of storage is required this will be indicated in the notice of funding.

## **16.0 Continuing Subsistence of Conditions**

The grant conditions described above shall subsist notwithstanding the termination of the project or the grant period, unless otherwise agreed.

## **17.0 Variation of Conditions or Specification**

17.1 No alteration, deletion or addition may be made to any of these conditions, or any part of the specification without the prior agreement in writing of HDRF. In particular:

- Any change of substance in the objectives of the project;
- Any change of Chief Investigator/co-Investigators;
- Any change of the maximum expenditure figure for each element of the grant given in the Specification;
- Any change in the duration of the grant.

17.2 If HDRF does not approve a change proposed by the sponsor and/or grantholder HDRF may, after consultation with the sponsor and/or grantholder, cancel or renegotiate the arrangements for support of the project or seek recompense.

## **18.0 Expenditure Statements**

18.1 The final payment due on any project will be withheld until the final statement of expenditure is received. Where final expenditure on the project is less than the grant paid, HDRF will recover the excess amount of grant paid. In cases where the final expenditure is more than the grant award, HDRF may approve at its discretion, an increase in the final payment to cover the additional costs.

18.2 The final statement of expenditure should be completed by the Finance Office of the grantholder and sent to HDRF within four (4) weeks of the end of the funding period.

18.3 All payments made by HDRF may be recovered if:

- the final statement of expenditure is not received within six (6) months of the end of the funding period;
- expenditure by the grantholder is not in accordance with that agreed by HDRF.

## **19.0 Audit of Expenditure**

HDRF is required to undertake an annual audit of expenditure on project grants, randomly selected for this purpose. HDRF will contact the grantholder for the selected project grant(s) who will be required to provide documentation confirming the directly incurred expenditure to date on the project including salaries, consumables, travel and subsistence, equipment and other expenditure. For salaries, this may be a signed statement of staff costs from the Finance Office or details of total payments made from payroll clearly laid out in summarised format. Dated invoices will be required for all consumables, travel and subsistence and equipment costs along with any invoices detailing other costs incurred on the project. All payments made by HDRF may be

recovered and/or future payments withheld if expenditure by the grantholder is not in accordance with that agreed by HDRF.

***Hannah Dairy Research Foundation***  
***A Scottish Charitable Incorporated Organisation (SCIO Number: SC007085)***