

# Research Grant Terms and Conditions

**Effective from June 2022**

All communication concerning grant applications and administration should be addressed to:

**Research Department**

**Action for Pulmonary Fibrosis,**

**Stuart House, East Wing,**

**St John's Street,**

**Peterborough,**

**PE1 5DD**

Email: [research@actionpf.org](mailto:research@actionpf.org)

Website: [www.actionpf.org](http://www.actionpf.org)

## **1. Introduction**

- 1.1. These Terms and Conditions, along with the Grant, constitute the whole agreement between the Grantholder, the Host Institution and Action for Pulmonary Fibrosis relating to the Research and supersede all previous agreements between them.
- 1.2. Action for Pulmonary Fibrosis reserves the right to amend these terms and conditions at any time. Any change to these terms and conditions will be notified on the Action for Pulmonary Fibrosis website and Host Institutions will be informed at least one month in advance prior to any change.
- 1.3. Action for Pulmonary Fibrosis handles all personal data in accordance with current UK Data Protection Legislation and the EU General Data Protection Regulation (GDPR) where appropriate.

To meet Action for Pulmonary Fibrosis obligations for public accountability and the dissemination of information, non-confidential contents of funded research proposals, including the lay summary and project costs, will be made available on our website and other publicly available sources. As a condition of funding, Action for Pulmonary Fibrosis may use the data to publish information on grants made. We may also share information with third parties to support, for example, open access publication, reporting outcomes, Association of Medical Research Charities reporting. For further information the Action for Pulmonary Privacy Policy is available at: <https://www.actionpf.org/policies/privacy>

It is the responsibility of the Host Institution to ensure that individuals who receive grant funding, or who are later involved in the Grant, are made aware of how personal data may be used by both Action for Pulmonary Fibrosis and the Host Institution. This includes information relating to groups such as students, supervisors, project partners, investigators, named researchers and support staff.

## **2. Purpose and use of grant**

- 2.1. No material change shall be made to the Grant, the Research or the Research Personnel without the prior written approval of Action for Pulmonary Fibrosis.
- 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 grant application requires prior written agreement from Action for Pulmonary Fibrosis. In the event the research is terminated early, Action for Pulmonary Fibrosis must be notified in writing (see grant condition 9).
- 2.3. It is the responsibility of the Host Institution and Grantholder to ensure that all parties, including collaborators, supervisors, and staff employed on Action for Pulmonary Fibrosis grants comply with the terms and conditions.
- 2.4. The Host Institution shall notify Action for Pulmonary Fibrosis immediately if there is any change in its status, or that of the Research Personnel, that might affect its eligibility to hold the Grant.

### **3. Grant award**

- 3.1. The Host Institution and Grantholder must formally accept, in writing, the Award as detailed in the Grant Award Letter and agree to the Terms and Conditions.
- 3.2. The Grant must be activated by the Grantholder within three-months from the start date indicated on the Grant Award Letter. Any delay to the Grant Start Date must be agreed by Action for Pulmonary Fibrosis in writing.
- 3.3. If the fellowship grant does not start within six-months of the original agreed Grant Start Date, Action for Pulmonary Fibrosis may withdraw the grant offer. The Grantholder will have to reapply for funding in a future grant call, in competition with other applicants at the time.
- 3.4. The Grant End Date is defined by the duration of the grant from the activation date.
- 3.5. The Host Institution will inform Action for Pulmonary Fibrosis promptly of any pre-existing arrangements which may lead to a breach of the Grant conditions. The Host Institution shall not enter into, or permit any person involved with the project to enter into, consultancies, third party restrictions or arrangements which may affect the Research without the prior written agreement of Action for Pulmonary Fibrosis.
- 3.6. The Host Institution and the Grantholder must notify any commercial collaborators of the application and obtain their agreement for the disclosure of confidential information.
- 3.7. Action for Pulmonary Fibrosis acknowledges that the Host Institution is subject to the Freedom of Information Act 2000. If the Host Institution receives a "Request for Information" in respect to any part of the Grant, the Host Institution must notify and consult with Action for Pulmonary Fibrosis on any response to the request.

### **4. Research Governance**

- 4.1. All researchers are expected to follow the principles and guidelines set out by MRC's Good Research Practice (2022: <https://www.ukri.org/about-us/mrc/our-policies-and-standards/research/>).
- 4.2. The Host Institution must ensure that before the research funded by the Grant commences and during the full Research Period, all necessary legal and regulatory requirements, including any necessary or appropriate ethical approval, in order to conduct the research are met. This includes obtaining all licences and approvals. The Host Institution accepts full responsibility for ensuring that any such approvals are in place at all relevant periods of the Grant. The Grant must not be used for any research on animals which has not been approved and set out in the grant application.
- 4.3. Approvals must be received, and copies provided to Action for Pulmonary Fibrosis, prior to commencing the specified research activities in such approvals. If any changes to the project require revisions to the ethical approval, Action for Pulmonary Fibrosis must be kept informed.
- 4.4. Where the work is subject to regulation by the Animals (Scientific Procedures) Act 1986, the provisions of the act must be observed with respect to both the

spirit and letter of the law. Applications for all licences and certificates required under the act must be made to the Home Office direct through the host institution's normal channels. It is recommended that these channels include review by an animal care and use committee.

- 4.5. Any Grant made by Action for Pulmonary Fibrosis will be on the condition that no work which is controlled by the Animals (Scientific Procedures) Act 1986 will start until the necessary licences and certificates have been obtained, and copies provided to Action for Pulmonary Fibrosis.
- 4.6. All Grant holders using animals must adhere to the code of practice on the [housing and care of animals](#) as required by the Animals (Scientific Procedures) Act 1986, and implement the principles in the [NC3Rs guidelines](#) (including justification of species, details of power calculations and plans to minimise experimental bias). Experiments using animals funded by the Action for Pulmonary Fibrosis must:
  - 4.6.1.1. use animals only where there are no alternatives;
  - 4.6.1.2. use the simplest possible, or least sentient, species of animal;
  - 4.6.1.3. ensure that distress and suffering are avoided wherever possible; and,
  - 4.6.1.4. employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met.
  - 4.6.1.5. See the [NC3Rs website](#) for further information and guidance.
- 4.7. Publication of the outcomes of work involving animals should comply with the [ARRIVE Guidelines](#) (Animal Research: Reporting of *In Vivo* Experiments), and these should also be taken into account when planning experiments, to ensure all relevant information is recorded accurately.
- 4.8. The Grantholder and Host Institution shall ensure that Research Personal and the Research comply with the directly applicable and obligatory the data protection legislation.
- 4.9. The Host Institutions shall ensure that any Personal Data is treated as confidential at all times including at collection, handling and use, and that the Personal Data (including any in electronic format) shall be stored securely at all times and with all technical and organisational security measures that would be necessary for compliance with data protection legislation. The Host Institution shall take the appropriate measures to ensure the security of all Personal Data and guard against unauthorised access thereto or disclose thereof or loss or destruction while in its custody.

## **5. Support from Host institution**

- 5.1. The Host Institution shall comply with and perform all obligations and duties at law (including all applicable health and safety legislation) in respect of the Premises.
- 5.2. The Host Institution is responsible for ensuring a safe working environment for individuals associated with the Grant, both on and off-site, and for meeting all regulatory and legislative health and safety requirements.

- 5.3. The Host Institution must ensure that adequate resources are provided to support the activities and timeframe described in the Grant Award Letter.
- 5.4. The Host Institution shall provide the Research Personnel with support services and facilities on the same terms and at the same level as that provided for similar research groups within the Host Institution.

## **6. Staff**

- 6.1. Action for Pulmonary Fibrosis does not act as an employer with respect to the Grant. Action for Pulmonary Fibrosis will not be responsible for, nor will it indemnify the Host Institution against, any claim for redundancy, compensation, dismissal or discrimination or any other claims for which the Host Institution or any permitted sub-contractor may be liable as an employer or otherwise.
- 6.2. The Host Institution shall:
  - 6.2.1. employ or engage as the case may be the Research Personnel in accordance with its normal procedures and under its normal terms and conditions appropriate to the grade and status of the individual;
  - 6.2.2. ensure it has and follows its standard formal equal opportunities policy with respect to hiring staff on the Grant;
  - 6.2.3. be fully responsible in all respects for the Research Personnel; and,
  - 6.2.4. comply with and perform all obligations and duties at law in respect of the Research Personnel.
- 6.3. It is expected that the Grantholder will be actively engaged in directing and delivering the Research. The Host Institution shall notify Action for Pulmonary Fibrosis of long-term absence of Research Personnel, as outlined in grant condition 7.11.
- 6.4. The Host Institution is required to notify Action for Pulmonary Fibrosis of all new and replacement staff appointed to the Grant who were not identified on the original grant application (see grant condition 9).
- 6.5. 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 Action for Pulmonary Fibrosis of such action as soon as practicable (and preferably in advance) and will similarly notify Action for Pulmonary Fibrosis of the progress and outcome of such action. For the avoidance of doubt, the Host Institution shall seek the prior written approval of Action for Pulmonary Fibrosis, before replacing the Grantholder for any reason.
- 6.6. Research Personnel in receipt of salary support from Action for Pulmonary Fibrosis must ensure that their time commitments to commercial organisations and other non-research activities are compatible with the policies of the Host Institution and any conditions in the Grant Award Letter.
- 6.7. In managing a perceived or actual conflict of interest, the Host Institution must use all reasonable endeavours to ensure that Action for Pulmonary Fibrosis is not put at risk of being in breach of charity law or regulation because of the

relationship of an Action for Pulmonary Fibrosis-funded Grantholder with a commercial organisation. In particular, the Host Institution should act to ensure that the Research findings of Action for Pulmonary Fibrosis-funded research are applied for the public benefit, with only incidental private benefit.

## 7. Financial

- 7.1. The Host Institution must ensure proper financial management of grants and accountability for the use of public funds. The Host Institution will allow Action for Pulmonary Fibrosis, on reasonable prior notice, to inspect all such records and accounts.
- 7.2. The Host Institution must ensure proper financial management of grants and accountability for the use of charitable funds. The Host Institution shall maintain proper financial records relating to the Research at all times during the Research Period and for a period of six (6) years after the end of the Research Period. The Host Institution shall grant to Action for Pulmonary Fibrosis, and to any statutory or regulatory auditors of Action for Pulmonary Fibrosis, the right of reasonable access to (and if necessary to copy) the financial records and/or other information relating to financial records required to show that the Host Institution has used the amounts paid in accordance with the terms and conditions. Action for Pulmonary Fibrosis may request at any time such evidence with reasonable prior notice, for the duration of the Research Period and for a period of six (6) years after the end of the Research Period.
- 7.3. Fellowship grants must be held by organisations within the UK, and may include recognised Universities, NHS hospitals, statutory social care organisations, hospices or other research institutes.
- 7.4. Action for Pulmonary Fibrosis funds full Directly Incurred Costs of research, including full-time or part-time staff salary, travel expenses (where necessary as an integral part of the Research), consumables, and equipment. Funding requests shall be costed and funded on a Full Economic Costs basis (fEC) and calculated according to the Transparent Approach to Costing (TRAC) or an equivalent methodology.
- 7.5. Action for Pulmonary Fibrosis does not fund Directly Allocated Costs. Requested funds should be for named staff based on actual, verifiable costs and not based on estimates. In exceptional circumstances some of these costs, specifically and clearly identified in the Grant Award Letter, may be covered within a grant, providing they have been included at the time of application, are of direct relevance to the project and are fully justified.
- 7.6. Action for Pulmonary Fibrosis does not fund Indirect or overhead costs of the Host Institution such as general travel, staff recruitment, advertisement or relocation costs, finance services, staff facilities and estates, staff development, public relations, general institutional libraries, routine secretarial work, personnel services, stationery or contributions to general departmental costs.
- 7.7. Action for Pulmonary Fibrosis supports the Association of Medical Research Charities (AMRC) position statement on [supporting research in universities](#). Host Institutions based at UK Universities may be eligible to apply for the

reimbursement of indirect costs of research from the government-funded Charity Research Support Fund (CRSF).

- 7.8. Applicants must apply for funding in British pounds sterling, submit invoices in sterling and accept payments in sterling. Requested funds should not include inflation.
- 7.9. All amounts specified in the Grant Award Letter are inclusive of Value Added Tax (VAT).
- 7.10. The Host Institution will be responsible for any expenditure on the Grant in excess of the funding stipulated in the Grant Award Letter.

#### **7.11. Salary allocations:**

- 7.11.1. Salary allocation may 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. Salary allocation should include any annual pay increments as per the Host Institution policy but may not be used for any bonus or merit awards.
- 7.11.2. Staff must be eligible to work in the UK.
- 7.11.3. The Host Institution is responsible for advertising posts and must meet any recruitment-associated and relocation costs.
- 7.11.4. The Grantholder must notify Action for Pulmonary Fibrosis when the situation for long-term leave arises, as soon as they become aware.
- 7.11.5. If an Action for Pulmonary Fibrosis funded employee is due to take any planned long-term leave, Action for Pulmonary Fibrosis should be informed of the dates in advance. This will enable discussion to decide whether the grant should be suspended for the period of absence until employment can be resumed (see grant conditions 8 and 9). If unplanned long-term leave occurs, the Grantholder or Host Institution should contact Action for Pulmonary Fibrosis as soon as possible to discuss the situation with the Research team.

#### **7.12. Equipment:**

- 7.12.1. Funds for equipment are awarded on the condition that only those items specified on the Grant Award Letter may be purchased. Any equipment purchased using funds from the Grant shall belong to the Host Institution but must be used primarily for the purposes of the Research during the lifetime of the Grant.
- 7.12.2. The Host Institution must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Grant is acquired in accordance with these procedures. Action for Pulmonary Fibrosis will not accept any liability to pay VAT due to any failure of the Host Institution to claim relief on qualifying equipment.
- 7.12.3. The Host Institution must ensure that the equipment funded by the Grant is appropriately insured and maintained throughout its useful life. Action for Pulmonary Fibrosis will meet any agreed maintenance costs for awarded equipment for the period of the Grant. If any equipment funded under the Grant is lost, damaged or destroyed



during the life of the Grant, the Host Institution will be required to repair or replace it at its cost.

- 7.12.4. Equipment purchased with Action for Pulmonary Fibrosis funds within the terms of the grant must not be modified or removed from the Grantholder's institution without permission from Action for Pulmonary Fibrosis. Should the fellow move to another institution during the tenure of the Grant, Action for Pulmonary Fibrosis reserves the right that the equipment be transferred with the Grantholder following negotiation.

### **7.13. Payment and reconciliation:**

- 7.13.1. Action for Pulmonary Fibrosis will reimburse the Host Institution actual incurred expenditure in respect of the Grant quarterly in arrears upon receipt of a properly and promptly completed invoice and Expenditure Statement, and any project-specific guidance sent with the Grant Award Letter. Invoices should include the Action for Pulmonary Fibrosis Grant reference, a breakdown of costs under the Grant main budget headings, and duly signed on behalf of the Host Institution subject to any further reasonable explanations Action for Pulmonary Fibrosis may require.
- 7.13.2. Payment of quarterly instalments at and at the end of the Research Period is conditional on receipt and approval of project reports (see grant condition 10) and verification of actual expenditure e.g. receipts for purchase, as may be requested by Action for Pulmonary Fibrosis.
- 7.13.3. Final claims must be received within three months of the Grant End Date, along with a completed Final Expenditure Statement. If this is not possible, Action for Pulmonary Fibrosis must be notified and reasons given, otherwise it may not be possible for final invoices to be honoured.
- 7.13.4. Where any amounts paid by Action for Pulmonary Fibrosis exceed the amounts justified or the Grant has not been used in accordance with the Terms and Conditions of Grant, Action for Pulmonary Fibrosis will recover the sum in question on whatever terms it may specify. Action for Pulmonary Fibrosis may recover sums owed to it by offsetting them against any other sums (including grant payments) owed to the Host Institution.
- 7.13.5. If Action for Pulmonary Fibrosis has reason to believe that the Host Institution and/or the Grantholder are in breach of any of the Grant terms and conditions, then it may suspend all payments pending further enquiry. If, as a result of such enquiry, Action for Pulmonary Fibrosis reasonably concludes that the breach is material, then it shall be entitled, without prejudice to any other rights it may have, to terminate the Grant forthwith and make no further payments.



**7.14. Virements:**

- 7.14.1. The Grant may only be used in respect of the Research and the Host Institution shall ensure that it is not utilised for any other project or activity.
- 7.14.2. Action for Pulmonary Fibrosis will allow the transfers of funds between the main budget headings of the Grant, excluding equipment, without prior written approval. Funds must not be transferred to create new staff posts without prior approval from Action for Pulmonary Fibrosis. A Grant Amendment Request Form must be submitted to Action for Pulmonary Fibrosis for prior approval, to request the creation of new staff posts.
- 7.14.3. Funds can only be transferred within the main budget headings of the Grant, and used, to meet the cost of activity or activities that meet the agreed aims and objectives of the Research. Where the transfer of funds between main budget headings alters the delivery of a planned activity or activities as outlined in the Research, the Grantholder must submit a Grant Amendment Request Form for prior approval.
- 7.14.4. We reserve the right to query any expenditure outlined in the Final Expenditure Statement which has not been incurred in line with the Terms and Conditions of the Grant and any Specific Terms and Conditions of Grant.

**7.15. Grant extensions:**

- 7.15.1. It is the responsibility of the fellow to apply for further support before the end of the Grant End Date, if this is required.
- 7.15.2. Expenditure beyond the Grant End Date will only be permitted if authorised by Action for Pulmonary Fibrosis in advance. Adequate time, at least twelve (12) weeks, should be allowed for a grant extension application to be reviewed and Action for Pulmonary Fibrosis accepts no responsibility for any costs incurred due to the failure of a Grantholder to make such an application in good time.
- 7.15.3. Applications for additional funding will only be considered in exceptional circumstances and are at the discretion of Action for Pulmonary Fibrosis.

**7.16. Funding from other sources:**

- 7.16.1. Financial support for clearly defined aspects of the Research from separate funding sources is permitted under Action for Pulmonary Fibrosis Fellowship Grants. Such supplementary funding must be disclosed at the time of the grant application or at the time such funding is received.

## **8. Transfer of grant**

- 8.1. If a Grantholder would like to transfer the Grant to another Institution and the Institution agrees, or the current Grantholder/Host Institution would like to

transfer the Grant to a new Grantholder, any such transfer will be subject to prior written approval from Action for Pulmonary Fibrosis.

- 8.2. Grant transfers are only permitted to institutions within the UK that are eligible to receive funding from Action for Pulmonary Fibrosis and are able to demonstrate to Action for Pulmonary Fibrosis's satisfaction the ability to support the Research during the tenure of the grant. The new Host Institution/Grantholder must agree to abide by the Terms and Conditions of Grant.
- 8.3. If the Grantholder transfers to another institution during the Grant Period, Action for Pulmonary Fibrosis reserves the right to require that the equipment funded by the Grant is transferred with the Grantholder.
- 8.4. A Grant Amendment Request Form must be submitted to Action for Pulmonary Fibrosis for prior approval, to request the transfer of Grantholder/Host Institution (see grant condition 9).

## 9. Changes to the Research

- 9.1. Grantholders will be required to complete a Grant Amendment Request Form detailing any and all proposed changes to the Research project. Request must be submitted (where possible) at least eight weeks prior to the changes taking place. Action for Pulmonary Fibrosis must be kept informed at all times of any changes to the original grant.
- 9.2. No substantive changes to the experimental design of the Research involving the use of animals or human participation, which might affect the ethical characteristics of the Grant, are permitted without the prior approval of Action for Pulmonary Fibrosis.
- 9.3. If the Grantholder proposes to make significant changes to the Research, Action for Pulmonary Fibrosis may require revised proposals for its approval and reserves the right to make a new Grant in place of the existing Grant, or to revise, retain or terminate the existing Grant.

## 10. Monitoring and evaluation

- 10.1. The Grantholder must submit to Action for Pulmonary Fibrosis:

- 10.1.1. **Annual progress reports:** these are due within four weeks of the anniversary of the start date, (see grant condition 3), using the Action for Pulmonary Fibrosis annual report form, with figures and diagrams where necessary. A lay summary written using language that is accessible to non-experts, and non-scientists with lived experience of pulmonary fibrosis (see grant condition 1) should also be included for possible use in Action for Pulmonary Fibrosis publications. Annual reports will be reviewed by the Action for Pulmonary Fibrosis Research team and members of the Research Review Panel (RRP), as deemed appropriate.
- 10.1.2. **Interim reports:** Action for Pulmonary Fibrosis reserves the right to request that Grantholders submit interim reports, if advised by the RRP that careful monitoring is required. In such an instance, the Grantholder

will be required to provide brief six-monthly reports of no more than two pages.

- 10.1.3. **Final report:** is due within two-months of the end of the project using the Action for Pulmonary Fibrosis final report form. A detailed final narrative report covering the whole project will be substituted for the annual report. A lay summary written using language that is accessible to non-experts, and non-scientists with lived experience of pulmonary fibrosis (see grant condition 1) should also be included for possible use in Action for Pulmonary Fibrosis publications.
- 10.2. The final instalment of the Grant will be only paid after receipt of the final report and accompanying Final Expenditure Statement (see grant condition 7), following approval by the Research team and RRP, as deemed appropriate. Payment may be delayed further if reports are not submitted on time and/or if clarification is required.
- 10.3. The Grantholder may be asked, upon reasonable request, to continue submissions detailing any additional grant funding leveraged with regard to Action for Pulmonary Fibrosis funding, publications and impact case studies, for up to five years after the Grant has ended.
- 10.4. **Feedback to people with pulmonary fibrosis and/or carers/ former carers:** all Grantholders are encouraged to provide information on their Research to be used in Action for Pulmonary Fibrosis publications, social media or circulated to interested supporters. Grantholders are required to take part in engagement events and provide regular feedback to the Research Participants and/or Public and Patient Involvement and Engagement Partners (PPIE Partners) and Action for Pulmonary Fibrosis, in addition to annual reports and publications.
- 10.5. Action for Pulmonary Fibrosis reserve the right to visit the Grantholder during the Research Period and welcome invitations to do so. The Host Institution will allow Action for Pulmonary Fibrosis, or representatives selected by Action for Pulmonary Fibrosis, access to its facilities, at reasonable times, to enable them to monitor progress, to advise on the direction of the Research, and to ensure compliance with the terms of the Grant. Action for Pulmonary Fibrosis shall give the Host Institution reasonable notice of such visits to ensure that they are convenient to all Parties.

## 11. Publications, outputs, and recognition of support

- 11.1. The Grantholder and Host Institution shall take all necessary steps to disseminate the results of the Research in accordance with normal academic practise, preferably as immediate Open Access, making appropriate reference to Action for Pulmonary Fibrosis in any published material and other relevant documents about or arising from the Research. Notwithstanding the foregoing, the publication of the results of the Research may be delayed where reasonably necessary to protect any intellectual property rights that have

- arisen during the course of the Research in accordance with grant condition 13.
- 11.2. Before publication, the Host Institution must ensure the research undergoes the Host Institutions standard procedures for ensuring the validity of the results and the suitability of the research for general publication. Action for Pulmonary Fibrosis takes no responsibility for the validity of the Results or for any statements made by the authors in the publication.
  - 11.3. All peer-reviewed publications directly arising from the Grant must be made available through open access. Action for Pulmonary Fibrosis supports both Green and Gold Open Access Publishing Pathways. Action for Pulmonary Fibrosis allows Grantholders to apply for reasonable dissemination costs as part of eligible direct research costs on the Grant. These costs can be used to pay for costs associated with research article publishing fees and article processing charges (APCs). These terms do not apply to book chapters, editorials, reviews or conference proceedings.
  - 11.4. Action for Pulmonary Fibrosis supports the publication of articles using the CC-BY licence. Action for Pulmonary Fibrosis strongly encourages Grantholders to use the CC-BY licence for all published work available through open access. All original, peer-reviewed research articles must be published under the CC BY licence if Action for Pulmonary Fibrosis has funded the APC.
  - 11.5. Action for Pulmonary Fibrosis expects valuable data, reagents, and software arising from Action for Pulmonary Fibrosis funded research to be made available to the scientific community with as few restrictions as possible, so as to maximise the value of the research and for eventual patient and public benefit. Such data must be shared in a timely and responsible manner, making use of online open repositories, public databases and community-led reagent stores.
  - 11.6. Action for Pulmonary Fibrosis and the Grantholder jointly undertake to notify each other before published reference is made to the findings of the Research and to reach agreement on the form of publication wherever possible.
  - 11.7. Grantholders must provide Action for Pulmonary Fibrosis with details of all publications arising from the Action for Pulmonary Fibrosis research, whether wholly or partly funded. Details should be provided at the time of submission for publication to ensure that Action for Pulmonary Fibrosis is kept fully informed of all results entering the public domain and has sufficient notice to arrange any publicity (see grant condition 12).
  - 11.8. The Grantholder shall provide Action for Pulmonary Fibrosis with reprints, photocopies or electronic copies of the final version of any publications or other research outputs arising from the Research, such as but not limited to, posters, presentation slides, video and audio recordings. Grantholders must report details of outputs and other professional activities related to the Research to Action for Pulmonary Fibrosis as set out in condition 9, for monitoring and evaluation purposes of the award.
  - 11.9. It is essential that Grantholders acknowledge that their research has been supported wholly or in part by Action for Pulmonary Fibrosis.
  - 11.10. All written and oral research outputs must acknowledge Action for Pulmonary Fibrosis funding in full, include the Action for Pulmonary Fibrosis grant reference, and include the Action for Pulmonary Fibrosis disclaimer. The

following text is provided by way of example: "This study/project is funded by the Action for Pulmonary Fibrosis Mike Bray Fellowship Award (Grant Reference). The views expressed are those of the author(s) and not necessarily those of Action for Pulmonary Fibrosis." Grantholders should contact the Research team regarding any acknowledgement queries at [research@actionpf.org](mailto:research@actionpf.org)

- 11.11. In any oral or written report or poster presentation relating to Action for Pulmonary Fibrosis funded research, the author must acknowledge our support and display our logo where practical. All references to Action for Pulmonary Fibrosis funded work placed on websites, electronic bulletin boards and similar must state clearly that the work is funded by 'Action for Pulmonary Fibrosis', giving the grant reference. Ideally a link should be included to the charity's website: [www.actionpf.org](http://www.actionpf.org). Grantholders should contact the Research and Comms teams for information and advice regarding the use of Action for Pulmonary Fibrosis branding at [research@actionpf.org](mailto:research@actionpf.org)
- 11.12. Studies involving human Research Participants represent a special case especially if the publication, either in print or electronic format of the results, enables individuals (the Research Participants or others) to gain knowledge about their personal condition which they would otherwise not have had. In any research study where this is possible the matter must be addressed in the study protocol and discussed with the Research Ethics Committee.
- 11.13. Grantholders must consider whether a mechanism is needed for human Research Participants to be made aware of the results arising from the Research, and the implications for them personally before publication (communication with their GP or the consultant entering them into the study with a clear indication of their responsibility for communicating to the patient, would be deemed to be sufficient). If such a mechanism is put in place there must also be procedures for dealing with any consequences arising from its use.
- 11.14. Grantholders are reminded that electronically published descriptions of work that involves the use of animals will be accessible to the public. Whilst Action for Pulmonary Fibrosis supports appropriate [use of animals in research](#), Grantholders are requested to be mindful of people's concerns about the use of animals in research and consider this carefully in their publication, for example, avoiding the use of unnecessary photographs. Grantholders should refer to the guidelines published by their Host Institution.

## 12. Publicity

- 12.1. It is essential that all opportunities to promote Action for Pulmonary Fibrosis amongst a wide range of different communities, including scientific, media, political, health and the public are pursued. The Grantholder and/or Host Institution may be required to co-operate with Action for Pulmonary Fibrosis over any publicity or fundraising activity arising from Action for Pulmonary Fibrosis-funded research, to sustain our reputation for patient benefit, and long-term sustainability of income for research of the highest scientific excellence and of greatest relevance to those affected by pulmonary fibrosis. Where it is the main funder of the Research, Action for Pulmonary Fibrosis

reserves the right to lead on publicity in co-operation with the Host Institution and any other funders of the Research.

- 12.2. When speaking publicly about their Research and particularly when speaking to representatives of the media, Grantholders should ensure that their Research is recognised as Action for Pulmonary Fibrosis-funded work. However, Grantholders should not speak to the media as an “Action for Pulmonary Fibrosis scientist” or representative without prior consultation with the Action for Pulmonary Fibrosis Research team. Grantholders who speak to the media must ensure that their personal views are not misrepresented as being attributable to Action for Pulmonary Fibrosis.
- 12.3. Grantholders and/or the Host Institution must notify the Action for Pulmonary Fibrosis Comms team at least five working days in advance of any publicity arising from research wholly or co-funded by an Action for Pulmonary Fibrosis grant, using [info@actionpf.org](mailto:info@actionpf.org). Any press release or other material including reference to Action for Pulmonary Fibrosis funded research must be approved by our Comms team before it is released to the media.
- 12.4. Action for Pulmonary Fibrosis reserves the right to use data and other material from research that it funds as part of its fundraising or publicity activities, upon gaining prior written approval from the Host Institution to ensure that no proprietary information is disclosed.
- 12.5. Grantholders are asked to make themselves or other appropriate research team members available to report on the project at Action for Pulmonary Fibrosis meetings, patient information events, scientific or healthcare professional meetings, fundraising events, in the media, and occasionally at other times by invitation.
- 12.6. When speaking and presenting at Action for Pulmonary Fibrosis events, Grantholders or other appropriate research team members are expected to make it clear in the presentation their funding connection with Action for Pulmonary Fibrosis.

## **13. Intellectual property and materials arising from the Research**

- 13.1. Action for Pulmonary Fibrosis, the Grantholder and the Host Institution shall aim to exploit the results of the Research so that the understanding, diagnosis, and treatment of pulmonary fibrosis and related diseases are maximised.
- 13.2. All rights to intellectual property (including the copyright in any drawings, plans, or software), data and materials arising from the Research (Resulting IP) shall in the first instance vest in the Host Institution.
- 13.3. The Host Institution shall ensure that that all persons in receipt of funding from Action for Pulmonary Fibrosis or working on an Action for Pulmonary Fibrosis funded activity (including employees, students, visiting staff and sub-contractors), are employed or retained on contract terms that vest in the Host Institution all intellectual property arising from funding by Action for Pulmonary Fibrosis.
- 13.4. If ideas, processes or products of potential commercial value are generated as a result of the project, the Grantholder and Host Institution shall notify



Action for Pulmonary Fibrosis as soon as it becomes aware in writing giving full details of the relevant Resulting IP, and an initial view on the commercial potential of such Resulting IP.

- 13.5. The Host Institution must obtain the written consent of Action for Pulmonary Fibrosis before taking any steps to exploit the results commercially. The Host Institution accepts that Action for Pulmonary Fibrosis may require a share of financial gain in return for its consent. This restriction shall continue to bind the Parties notwithstanding any termination of the Grant. For further detail, please see Appendix 1: Intellectual property rights and commercial activities.

## **14. Clinical trials, NHS Treatment and Support Costs**

- 14.1. Upon receipt of the Grant Award Letter, all Grantholders must register, where applicable, their trial using existing and established international registers such as ISRCTN registry or ClinicalTrials.gov, to ensure the public is aware of your trial. Grantholders should submit details of the unique trial registry ID code to Action for Pulmonary Fibrosis. Registration should occur before the first participant is recruited and no later than six-weeks after recruitment of the first participant.
- 14.2. Action for Pulmonary Fibrosis expects that the Host Institution shall own all Clinical Trial Results.
- 14.3. Action for Pulmonary Fibrosis expects publication of all Clinical Trial Results, whether reporting significant or non-significant results, in accordance with normal academic practice and grant condition 11.
- 14.4. Where a Clinical Trial is supported in any way by a commercial entity, the Host Institution shall be responsible for negotiating any agreements with such commercial entity, provided that where the Host Institution intends to grant such entity any rights in respect of Clinical Trial Results:
- 14.4.1. The Host Institution notifies Action for Pulmonary Fibrosis of such commercial interest as soon as practicable; and,
  - 14.4.2. The Host Institution leads the negotiations with the commercial entity, but regularly consults with Action for Pulmonary Fibrosis and incorporates all reasonable amendments relating to such grant of rights that it may suggest.
  - 14.4.3. Such agreement when in relation to commercialisation of intellectual property should normally be put in place after the relevant Clinical Trial has been completed.
  - 14.4.4. The Host Institution will promptly notify Action for Pulmonary Fibrosis following receipt by the Host Institution of any monetary consideration from a commercial entity in respect of rights granted to Clinical Trial Results. Following such notification, the Host Institution will negotiate and enter into an appropriate Net Revenue sharing agreement with Action for Pulmonary Fibrosis under which it will share with Action for Pulmonary Fibrosis a fair proportion of such monetary consideration (which shall at least reimburse Action for Pulmonary Fibrosis for the corresponding amount of funding it has provided in support of the relevant Clinical Trial, whether in respect



of the set-up/management of the trial or any other costs). For further information on Action for Pulmonary Fibrosis intellectual property rights and commercial activities see grant condition 13.

- 14.5. Action for Pulmonary Fibrosis is an introductory member of AMRC and an NIHR Non-Commercial Partner. Grantholders are potentially eligible to apply for governmental support for costs associated with undertaking clinical research in the NHS.
- 14.6. Action for Pulmonary Fibrosis Grants do not pay NHS support and/or treatment costs. Funding for NHS support costs should be discussed prior to application submission, with the NIHR Clinical Research Network (CRN). NHS treatment costs, including any excess treatment costs/savings, will be met by the NHS through normal patient care commissioning arrangements.
- 14.7. Applicants must complete a Schedule of Events Cost Attribution Tool (SoECAT) if they're applying for a clinical research study that:
  - 14.7.1.1. will take place in the UK
  - 14.7.1.2. requires HRA or equivalent approval.
- 14.8. A copy of the authorised SoECAT, where applicable, should be sent to Action for Pulmonary Fibrosis with the full grant application. The RRP will take NHS support and treatment costs into account when considering the value for money of the Research.

## **15. Liability, indemnity and insurance**

- 15.1. Action for Pulmonary Fibrosis accepts no responsibility for costs or liabilities incurred in connection with the Research or other work funded by an Action for Pulmonary Fibrosis grant other than those costs specifically set out in the Grant Award Letter and in these Terms and Conditions.
- 15.2. Action for Pulmonary Fibrosis takes no responsibility for expenditure incurred before the Grant is activated or after the Grant has been closed. Action for Pulmonary Fibrosis shall not be held responsible for any loss or liabilities if it transpires that an Grant is ineligible for government support through one of the Higher Education Funding Councils or other government funding schemes.
- 15.3. Action for Pulmonary Fibrosis requires the Host Institution to provide a no-fault compensation scheme for Research Participants in an Action for Pulmonary Fibrosis-funded clinical trial as per the relevant local ethics committee approval. Action for Pulmonary Fibrosis does not provide indemnity cover for or accept any liability for harm to participants in Action for Pulmonary Fibrosis funded trials where Action for Pulmonary Fibrosis is not the trial sponsor.
- 15.4. The Host Institution shall indemnify and hold harmless Action for Pulmonary Fibrosis, its directors, officers, employees and agents (each an Indemnified Party) from and against any and all costs, claims, damages, losses and expenses that arise in relation to the Research, the Research Personnel, the Premises and the Host Institution's equipment, except to the extent that such

costs, claims, damages, losses and expenses arise as a result of the negligence of an Indemnified Party.

- 15.5. The Host Institution must hold appropriate policies of insurance covering personal indemnity, public liability, and employer's liability and shall maintain such insurance policies throughout the Research Period. On request, the Host Institution shall provide Action for Pulmonary Fibrosis with a copy of such insurance policies.

## **16. Professional misconduct and conflicts of interest**

- 16.1. It is acknowledged and agreed that the Host Institution and the Grantholder will:

- 16.1.1. operate approved and effective procedures to prevent professional misconduct and to manage conflicts of interest; and,
- 16.1.2. promptly and vigorously investigate any allegations of professional misconduct that may arise before during or as a result of the Research and keep Action for Pulmonary Fibrosis fully informed of progress and the outcome.

- 16.2. The Host Institution shall provide Action for Pulmonary Fibrosis with reasonable assistance and information for consideration in circumstances where Action for Pulmonary Fibrosis, using its reasonable discretion, decides to carry out its own investigation into any aspect of fraud or misconduct once the Host Institution has completed its own processes, made its final decision, and shared any findings with Action for Pulmonary Fibrosis.

- 16.3. Where allegations of scientific misconduct are investigated and upheld, Action for Pulmonary Fibrosis reserves the right to impose appropriate sanctions on the Grantholder which may include (but are not restricted to):

- 16.3.1. Removal from a particular project;
- 16.3.2. Retraction of published material;
- 16.3.3. Monitoring of future work;
- 16.3.4. Withdrawal of funding;
- 16.3.5. Termination of Grant.

## **17. Equality, diversity and inclusion**

- 17.1. You are expected to ensure that equality, diversity and inclusion is considered and supported at all stages throughout the performance of the Research, in alignment with the policies and principles at: [www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equality-diversity-and-inclusion/](http://www.ukri.org/about-us/policies-standards-and-data/good-research-resource-hub/equality-diversity-and-inclusion/) for equality, diversity and inclusion. The Host Institution approach to supporting equality, diversity and inclusion is expected to exceed all relevant legal obligations, including but not limited those of the Equality Act 2010.

## **18. Safeguarding and whistleblowing**

- 18.1. All relevant safeguarding legislation must be adhered to, Action for Pulmonary Fibrosis particularly draw your attention to vulnerable adult legislation and the Modern Slavery Act 2015. You must have sufficient policies and/or processes in place in order to foster Safeguarding.
- 18.2. You must have clear, well-publicised policies and processes in place consistent with good practice recommended by the National Audit Office Assessment Criteria for Whistleblowing policies.

## **19. Bullying and harassment**

- 19.1. Action for Pulmonary Fibrosis expects all people involved in our funded research to treat each other with dignity and respect. Bullying and harassment of any kind, in any context, is unacceptable. It is the Host Institution's responsibility to have adopted a formal policy that clearly sets out the standards of behaviour it expects from staff and the procedure for making and responding to complaints. We also expect the Host Institution to ensure that any sub-grantee or sub-contractor has an equivalent policy in place.
- 19.2. The host institution must notify Action for Pulmonary Fibrosis at the earliest opportunity of any decision to investigate formally an allegation of bullying and harassment against an individual named on or supported by an active Grant. Allegations of bullying and harassment should be investigated in an impartial, fair and timely manner, ensuring the rights of employees involved are protected, and appropriate action must be taken. The Host Institution should not enter into any agreement which prevents Action for Pulmonary Fibrosis from being informed of a formal investigation's findings.

## **20. Gifts**

- 20.1. Action for Pulmonary Fibrosis shall have absolute right to any bequest, donation or other gift to or made in the name of Action for Pulmonary Fibrosis and such right shall extend beyond the term of the Research without time limitation.

## **21. Miscellaneous**

- 21.1. All research grants awarded by Action for Pulmonary Fibrosis are subject to the terms and conditions that apply at the time the grant is awarded and any subsequent amendments. Action for Pulmonary Fibrosis reserves the right to amend these Terms and Conditions, any terms and conditions of the Grant Award Letter and general funding policies from time to time. Action for Pulmonary Fibrosis will notify Grantholders of any change to the Terms and Conditions.
- 21.2. 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.
- 21.3. If any provision of these terms and conditions (or part thereof) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

- 21.4. The Host Institution may not assign any of its rights in respect of the Grant to any other party without Action for Pulmonary Fibrosis's prior written consent.
- 21.5. Save for the Indemnified Parties who may enforce the terms of grant condition 13.4, a person who is not a party to these terms and conditions shall not have any rights under or in connection with them by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise. Notwithstanding the provisions of this grant condition, Action for Pulmonary Fibrosis shall be entitled to amend, suspend, cancel or terminate the Grant (or any part of it), without the consent of any third party including those referred to in this clause.

## **22. Termination**

- 22.1. Action for Pulmonary Fibrosis reserves the right to terminate the Grant at any time without notice. Save where Action for Pulmonary Fibrosis terminates the Grant due to any default of the Host Institution, Action for Pulmonary Fibrosis shall reimburse, in accordance with grant condition 6, any expenditure properly incurred by the Host Institution in relation to the Research prior to the date of termination.
- 22.2. Circumstances which might lead to termination include:
  - 22.2.1. Any breach in the terms and conditions under which the Grant was made.
  - 22.2.2. If the project has not started within six-months of the agreed start date.
  - 22.2.3. The work is diverging markedly from the original approved project. Grantholders must inform Action for Pulmonary Fibrosis and provide details, immediately that they are aware of a change of direction by submitting a Grant Amendment Request Form for approval. There may, however, be circumstances in which the change is acceptable on scientific grounds.
  - 22.2.4. Failure to submit adequate progress reports, or failure to submit information when requested.
  - 22.2.5. Any serious and unresolvable problems identified by a site visit.
- 22.3. In the event of work being discontinued by the Grantholder or Host Institution, or the Grantholder has ceased to be actively involved, written notification must be sent to Action for Pulmonary Fibrosis, together with a report on the work carried out to date, setting out reasons for the termination. In this event a final claim is to be submitted within the terms of the Grant and the usual time limits.
- 22.4. Action for Pulmonary Fibrosis will endeavour to give sixty (60) days prior notice before termination of a grant.

## **23. Governing Law**

- 23.1. The validity, construction and performance of these terms and conditions shall be governed by English Law. All disputes, claims or proceedings between the parties relating to the validity, construction or performance of these terms and conditions shall be subject to the exclusive jurisdiction of the English Courts.

## Definitions

**Action for Pulmonary Fibrosis:** A charity registered in England and Wales (no. 1152399) and Scotland (no. SC050992), whose registered office is at Action for Pulmonary Fibrosis, Stuart House, East Wing, St John's Street, Peterborough, PE1 5DD

**Clinical Trial:** is any research study that prospectively assigns human participants or groups of humans to one or more health-related interventions to evaluate the effects on health outcomes.

**Clinical Trial Results:** All results arising from a clinical trial, other than human biological samples.

**Data protection Legislation:** means any applicable law relating to the processing, privacy, and use, of personal data as applicable to the performance of the Research from time to time.

**Directly Allocated Costs:** The cost of resources used by a project that are shared by other activities. They are charges to projects on the basis of estimates rather than actual costs and do not represent actual costs on a project by project basis, e.g. electricity, water, pooled staff.

**Directly Incurred Costs:** are research costs that are specifically incurred for the project. These are charged on the basis of the cash amount spent and are verifiable and auditable from the accounting records.

**Equipment:** the equipment required to conduct the Research.

**Fellowship Grant:** an award made through a fellowship competition providing a contribution to the support of a named individual. It covers the cost of the time dedicated by the fellow to their personal research programme and may or may not include research support costs.

**Full Economic Costs (fEC):** cost which, if recovered across an organisation's full programme, would recover the total cost (direct, indirect and total overhead) including an adequate recurring investment in the organisation's infrastructure.

**Gold Open Access Publishing Pathway:** process whereby an article is published in an open access journal. A copy of the final manuscript is made available to read immediately on publication and free of charge. This requires an Article Processing Charge (APC) to be paid to the journal.

**Grant:** the funding made pursuant to and described in the Grant Award Letter

**Grantholder:** the person, specified in the Grant Award Letter or any persons to whom the Host Institution allocated the Grant or any part thereof, who has responsibility for the intellectual leadership of the Research and for the overall management of the research funded by the Grant. The Grant Holder is either the Principal Investigator (in the case of a Research Grant) or a Research Fellow (in the case of a Fellowship Grant).

**Grant Award Letter:** an official document setting out specific details of the Grant, including the start and end date, Grant value and any specific terms and conditions of the Grant as required by Action for Pulmonary Fibrosis.

**Grant End Date:** is the date specified in the Grant Award Letter after which expenditure may not be charged against the grant except to satisfy obligations to pay allowable project costs committed on or before that date.

**Grant Start Date:** is the date specified in the Grant Award Letter on or after which, expenditure may be charged to the grant.

**Green Open Access Publishing Pathway:** process whereby the author(s) self-archive a copy of an article by depositing it in an open access repository within 12 months of the date of publication. This process is free of charge and allows more freedom on which journal the article is published in.

**Host Institution:** The university, institution or other body at which some or all of the research funded by the Grant will be carried out.

**Indirect Costs:** Non-specific costs charged across all projects based on estimates that are not otherwise included as Directly Allocated Costs. They include the costs of the Host Institution's administration such as human resources, finance, library and departmental services.

**Net Revenue:** total revenue less its operating expenses, interest paid, depreciation, and taxes.

**NIHR Clinical Research Network:** supports patients, the public and health and care organisations across England to participate in high-quality research, thereby advancing knowledge and improving care. National leadership and coordination is provided through the CRN Coordinating Centre.

**NIHR Non-Commercial Partner:** are organisations that award research funds as a result of open competition across England with high quality peer review and fund research that is of clear value to the NHS.

**Open Access:** is the process of making published academic articles freely and permanently available online so that anyone, anywhere can read and build upon this research.

**Party and the Parties:** Action for Pulmonary Fibrosis and/or the Host Institution as appropriate

**Personal data:** has the data ascribed to it in the Data Protection Legislation.

**PPIE Partners:** patient, carer/former carer and public volunteer representatives that act in an advisory/consultative, collaborative, and/ or co-productive role with Action for Pulmonary Fibrosis, researchers and other organisations, to bring a unique perspective arising from their experience of living with or caring for someone with a health condition.

**Premises:** all research facilities where the Research is conducted.

**Research:** the research and investigation which is the subject of the Grant.

**Research Participants:** also called a human subject or an experiment, trial, or study participant or subject, is a person who voluntarily participates in human subject research after giving informed consent to be the subject of the research.



**Research Period:** is the period of time between the effective start date and the end date of a grant shown as the duration of the grant.

**Research Personnel:** the Grantholder and the person or persons salaried using Grant funds to carry out the Research

**Research Review Panel:** includes expert members with academic, healthcare and lived experience of pulmonary fibrosis. Panel members are responsible for the review of grant application and make funding recommendations to the Action for Pulmonary Fibrosis Board of Trustees.

**Resulting Intellectual Property (Resulting IP):** all Results other than Clinical Trial Results.

**Results:** all inventions, discoveries, materials (including biological and chemical materials), technologies, products, data, algorithms, software, patents, databases, copyright, other intellectual property and know-how arising from Research

**Safeguarding:** refers to the process, practice and culture embedded within an organisation to create a safe environment where children, young people and adults at risk are free from all forms of harm, abuse or neglect.

**Terms and Conditions:** the standard Terms and Conditions of Grant that comprise the basis on which the Grant is awarded to the Host Institution.

**Third Party Funding:** Any funding provided to support the Research other than: (i) the Grant funding provided by Action for Pulmonary Fibrosis; (ii) the internal funding provided by the Host Institution (which includes all government funding provided to the Host Institution by the Higher Education Funding Council for England, the Scottish Funding Council, the Higher Education Funding Council for Wales and other equivalent government funding bodies and their successors); and, (iii) any funding provided by an NHS Trust or similar entity to support clinical research costs, where the applicable rules and/or guidelines of such entity (or its governing body) state that such costs are to be absorbed by the entity.

**Value Added Tax:** known in some countries as a goods and services tax (GST), is a type of tax that is assessed incrementally. It is levied on the price of a product or service at each stage of production, distribution, or sale to the end consumer.

**Whistleblowing:** is the act of drawing public attention, or the attention of an authority figure, to perceived wrongdoing, misconduct, unethical activity within public, private or third-sector organisations.

## Acknowledgements

Action for Pulmonary Fibrosis funds biomedical, and health and social care, research grants. Our terms and conditions are intended to be written in line with the published standard terms and conditions of research grants from major UK funders of medical research, the National Institute of Health Research (NIHR) and the UK Research Institute (UKRI), as well as AMRC member charities, including The June Hancock Mesothelioma Research Fund, Blood Cancer UK, and the Motor Neurone Disease Association.



## APPENDIX 1: Intellectual property rights and commercial activities

As a charity, Action for Pulmonary Fibrosis is obliged to ensure that the outcomes of its funded research are applied for the public benefit. In some circumstances, this obligation may be best achieved through the protection of intellectual property resulting from the Research and the facilitation of commercial exploitation of this intellectual property.

The term 'intellectual property' (IP) describes any work or invention that results from original creative thought. IP falls into different categories:

- **Copyright:**  
Protects written, dramatic and artistic work, software, films, sound recordings and broadcasts
- **Patents:**  
Protects technical inventions, novel products or processes
- **Trademarks:**  
Distinguish the goods and services of one organisation from another organisation
- **Design rights:**  
Protects the visual appearance of products

Some of these protections need to be registered (trademarks, patents) and some do not (copyright, design rights). If the IP is not protected, another individual or organisation may copy the design or commercialise and sell the new invention without consent or payment.

Therefore, for grants where Action for Pulmonary Fibrosis funding may lead to the generation of intellectual property, the following additional conditions shall apply:

- A1.1 Action for Pulmonary Fibrosis requires Host Institutions to have strategies and procedures in place for the identification, protection, management, and exploitation of intellectual property, including that resulting from funding by charities.
- A1.2 Provided that the Host Institution has notified Action for Pulmonary Fibrosis in accordance with condition 13.4 of Resulting IP and potential commercial activities, the Host Institution should consult with Action for Pulmonary Fibrosis to determine the best course of action to achieve public benefit. The Host Institution should take reasonable steps to ensure that Resulting IP is protected, and not published or otherwise disclosed publicly prior to protection, whilst at the same time aiming to minimise potential delays in publication. The Host Institution shall not be under an obligation to protect the Resulting IP, where in its reasonable opinion, there is insufficient commercial justification to do so.
- A1.3 The Host Institution should seek consent from Action for Pulmonary Fibrosis before using, or authorising the use of, the intellectual property for any commercial purpose. Consent will not be unreasonably withheld, and Action for Pulmonary Fibrosis will only refuse an institution's request where it considers that the proposed commercial exploitation would run counter to its interests and charitable

objectives. For the avoidance of doubt, apart from transfers to other collaborating academic institutions the Host Institution may not assign, licence, charge or encumber any rights in or to the Resulting IP without first obtaining Action for Pulmonary Fibrosis's written consent.

- A1.4 As a condition of granting consent, Action for Pulmonary Fibrosis will require the Host Institution or its recognised technology transfer company to negotiate appropriate Net Revenue sharing terms, in accordance with advice from the Association of Medical Research Charities (AMRC), and to adhere to a reasonable commercial strategy approved by Action for Pulmonary Fibrosis.
- A1.5 In the event that Resulting IP is generated with Third Party Funding, the Parties and the third party funder shall meet to agree a Net Revenue share which reflects Action for Pulmonary Fibrosis's and the third party funder's financial contribution to the costs of the Research.
- A1.6 The Host Institution shall be solely responsible for awarding the inventors and Department in which the Research Personnel are situated out of its share of Net Revenue.
- A1.7 If the Host Institution does not wish to protect, manage or exploit the Resulting IP, or fails to comply with the agreed strategy, Action for Pulmonary Fibrosis may direct the institution to take steps to protect the Resulting IP at Action for Pulmonary Fibrosis's expense or to transfer the Resulting IP to Action for Pulmonary Fibrosis.
- A1.8 If the Host Institution wishes to use any third party (other than its recognised technology transfer company) to carry out its obligations with respect to Resulting IP, it must provide details to, and obtain prior written approval from, Action for Pulmonary Fibrosis.