

RESEARCH PROJECT GRANT

Regulations & Conditions for Applicants and Recipients.

(Notes reference relevant sections in the application form).

These Conditions apply to all applications for grant funding made to Kidney Research UK whose registered office is at Nene Hall, Lynch Wood Park, Peterborough PE2 6FZ and whose Registered Charity Number are 252892 & SC039245 and will apply to and be deemed to form part of any agreement under which Kidney Research UK provides funding to any third party for the carrying out of any research or other work (the “Grant Award”).

These Conditions are however supplemental to any conditions appearing on any specific application form for funding provided by Kidney Research UK.

1. Eligibility

- All applicants must be resident in the United Kingdom and the project and employment must also take place in the United Kingdom.
- The maximum research project grant available is £200,000 and may be spread over a two or three year period. *Note 5*. Extensions and supplementary grants are not available. In exceptional circumstances Kidney Research UK will consider a ‘no-cost’ extension to ensure the original aims of the grant are achieved.

2. Completion of the Application Form

- Applications must be laid out in accordance with the specified instructions on the appropriate Application Form, completed in full and paying particular attention to any notes on the application form referencing sections in these guidelines.
- Applicants must adhere strictly to the deadline for the return of completed applications. Late applications will not be accepted.
- *Note 1*: Summary of proposed research. This section should outline the research listing aims, methods and outcomes.
- *Note 2 & 3*: Lay Title & Lay Summary. This section is important for the benefit of non-scientific persons, the public and donors who wish to understand the objectives and outcomes & benefits of the research. It is also necessary to allow the Charity to promote the award and outcomes to a wide audience. If it is not satisfactory then the Charity reserves the right to request a satisfactory replacement Lay Summary.
- *Note 4*: Relevance. This section should define the relevance of the proposed research to the charity’s research objective:

“Kidney Research UK wish to support research that is relevant to the understanding of the kidneys and urinary tract system and the disease processes affecting them. There is a particular desire to support work leading to improved management, treatment and prevention of kidney disease and it’s complications.”

- Note that guidelines on the length of applications should be strictly observed. Over-length applications may be returned for revision without review. Unpublished results that are essential for assessment of the application and /or quoted within the application may be provided as a single page appendix. These should be kept to a minimum and may not exceed the one page limit.
- Kidney Research UK must be notified of subsequent or simultaneous applications submitted to other grant giving bodies whilst they are considering this application.
- Any changes to the details provided on the application during the course of consideration or award MUST be notified to Kidney Research UK in writing. Significant changes will require the charity’s approval.

3. Resubmissions & simultaneous applications to other funding bodies

- All resubmitted applications will be peer reviewed on their own merit, as per the normal peer review process, and as such will be evaluated in open competition in the round they are re-submitted. No precedence is set by previous submissions or by addressing the feedback comments on the previous application.
- Kidney Research UK allows simultaneous applications to other funding bodies whilst it is considering the same application, however the applicant(s) should:
 - (i) Check that the other funding body has no objections to simultaneous applications.
 - (ii) Complete in full detail page 3 of the Charity’s application form, detailing and all intended simultaneous applications three months PRE and POST submission to Kidney Research UK.

4. Reports and Publications

- Grant recipients will be asked to complete a Progress Report after 3 months (in the case of one and two year projects) or six months (three-year projects respectively). An Interim Report will be requested half way through project research.
- A Final Report will be required at the end of the grant, which should include a lay summary, and be accompanied by a list of publications (including abstracts & scientific presentations) related to the work. This report is expected at the same time as submitting the final invoice.
- Acknowledgement of Kidney Research UK support must be made in all publications and presentations / posters resulting from work concerned.

Copies of publications should be forwarded to the Kidney Research UK for up to three years following completion of the research.

5. Intellectual Property Rights, Patents & Copyright [Note 13](#)

- The provisions set out in Appendix 1 shall apply to any intellectual property rights created or otherwise relating to any work funded (in whole or part) by Kidney Research UK. Both the applicant(s) and his/her/their host institution are required to formally accept in writing the provisions of Appendix 1.

6. The use of Patients and Animals

- For ALL awards Kidney Research UK will require evidence of Home Office and / or Ethical Approval as applicable prior to the assignment of funding.
- Compliance with the Kidney Research UK's Policy on the Use of Animals and/ or Patients and Human Tissues in funded research is mandatory - See Appendix 2.
- The Research Governance Framework. From March 2004 all Research Institutes must have robust arrangements in place under the Research Governance Framework for Health and Social Care, which includes formally stating the Research Sponsor for all active research. Kidney Research UK, a medical research charity, has elected the role of "funder" under this framework (April 2002) and therefore requires the name of the Research Sponsor designated by the Institute for each grant awarded. [Note 8](#).

7. Employment of Staff

- Kidney Research UK does not act as an employer and, therefore, in all cases where support is provided for the employment of staff, the host institution undertakes to issue a contract of employment in accordance with any relevant Acts relating to the conditions of employment. Kidney Research UK does not accept claims for sickness or maternity leave. As Kidney Research UK is not the employer, it is therefore not responsible for claims under any statute or common law, nor will it indemnify the host institution against any claim for compensation or against any other claim for which the host institution may be liable as an employer.
- A full CV for staff appointed as Research Fellows or Assistants must be submitted on appointment.
- Applicants should not use a grant to enable a staff member to work for a degree or diploma, which requires more than the maximum period of the grant or exceeds the maximum grant.
- Applicants are required to state the appropriate point on the salary scale at which staff will be employed. Staff costs for each year covered by the application must be based upon a reasonable estimate of costs likely to be applicable during the term of the project including any nationally awarded salary increases. Note: Supplementary salary grants are not available.

8. Items of Expenditure *Note 14*

- Kidney Research UK as a member of the AMRC adopts their position statement, as revised in October 2004, that “it is clear with regard to university funding, that its members will not fund research on a percentage basis. AMRC member charities will continue to pay for the directly incurred and identifiable costs of research, but do not consider it appropriate for them to fund university indirect costs or to be required to cover some of the other costs, such as investigators salaries or estate costs, identified under TRAC”. If the university has a system in place, then it is requested that the FEC of a project be declared to Kidney Research UK.
- The costs of staff, such as research assistants and technicians, working full – or part-time on a project, and the cost of identified items needed for the carrying out the research such as laboratory or clinical consumables, field work costs, capital and equipment costs etc., are covered and are classified as DIRECTLY INCURRED costs.
- The part costs of technical staff (e.g. statisticians, etc) spending a portion of their time directly on the project will be allowable with justification and are classified as DIRECTLY ALLOCATED costs.
- Kidney Research UK will not contribute to the Principle Investigators’ or Co-Investigators’ salaries BUT would wish to be informed of the amount of time that they would be likely to spend on the project and how these costs will be covered.
- Kidney Research UK will NOT pay INDIRECT costs (e.g travelling expenses, advertising for posts, secretarial work, stationery or contribution to general departmental overheads). *Note 12*.
- Items of capital expenditure in excess of £10,000 will require special justification in relation to the projected work. *Note 11*.
- Please ensure that costs are calculated accurately as supplementary grants are not available.

9. Financial Arrangements

- The Institute’s Finance Department will be required to submit to Kidney Research UK a copy of invoices for all equipment and supplies for which reimbursement is claimed. Applicants must ensure that their Finance Department understands and accepts this requirement. VAT zero rating must be applied to all equipment purchased.
- Reimbursement of expenditure will be made by Kidney Research UK upon receipt of a claim invoice certified to be correct personally by either the Chief Accountant or Finance Officer of the host institution. The final claim invoice, marked as such, must be submitted within three months of the

termination of the grant and must be accompanied by the Final Report. All claim invoices must be submitted in arrears at intervals of three months.

- The Application should be submitted through the Head of Department/ Division who should be prepared to support the application and agree to the research being carried out in their section. *Note 9*.
- The Secretary for the Institute or Finance Officer should be prepared to ensure that the funds provided are used for the purpose for which they have been given and confirms that it is the Institutes intention to maintain support for the department during the period for which the grant is requested/given. Signature on the application form indicates they are aware and accept this condition. *Note 10*.
- Any apparatus provided in this grant is donated to the Department in which the grant holder works for the benefit of his/her research and for use solely in medical research, diagnosis or treatment. If the Institute is a registered charity, it is possible to obtain exemption from the payment of VAT for equipment donated for medical research. No equipment may be purchased under this grant which involves the payment of VAT.

10. Termination of Grant

- When Kidney Research UK make a grant, they reserve the right, without notice, to terminate it should they so wish. In such a case, Kidney Research UK will reimburse the host institution for expenditure properly incurred under the award up to termination day, but will not in any event be responsible for, nor indemnify, the host institution against any matters arising from the employment of staff.

11. Limitation of Kidney Research UK Liability

- Kidney Research UK are not responsible, financially or otherwise, for the expenditure or liabilities arising out of the work other than those listed in the formal award letter. All expenditure under this grant should be governed by the normal standard and procedures of the host institution.

12. Contact Details:

Completed applications and all correspondence thereof should be sent to:

Kidney Research UK,
Grants Department
Nene Hall, Lynch Wood Park
Peterborough, PE 2 6FZ

E-mail: grants@kidneyresearchuk.org
Tel: +44(0) 1733 367835
Fax: +44(0) 8456 047211
www.kidneyresearchuk.org

APPENDIX 1 INTELLECTUAL PROPERTY PROVISIONS

1 Definitions

“Application”	the application for funding of a research or other project submitted to Kidney Research UK by any third party
“Charitable Objectives”	<p>the charitable objectives of Kidney Research UK, including without limitation the following:</p> <p>(a) the advancement and promotion of research into the kidney and urinary tract and into the diseases that affect them (“kidney diseases”), including without limitation epidemiological, clinical and basic research directed towards understanding the processes responsible for kidney disease, as well as the development and evaluation of treatment in a manner which can best serve those who may benefit,</p> <p>(b) the relief and care of persons suffering from kidney disease, and</p> <p>(c) the education of the public about kidney disease and the needs of persons suffering from it</p>
“Direct Costs”	those costs incurred by the Researcher(s) which directly relate to the protection of the Research IPR (including without limitation patent filing fees) together with any other costs which Kidney Research UK agrees in writing may be deducted from the Gross Income to arrive at the Net Income
“Gross Income”	all monies and other remuneration received by the Researcher(s) in connection with the exploitation of the Research IPR without any deduction, including

	<p>without limitation:</p> <p>(a) licence, signing and option fees,</p> <p>(b) royalties and commissions,</p> <p>(c) milestone and other performance payments,</p> <p>(d) benefits in kind, and</p> <p>(d) amounts invoiced in respect of the supply of goods or services making use of the Research IPR,</p> <p>but excluding any remuneration received by the Individual Researcher(s) from the Research Organisation by way of revenue sharing arrangements offered by the Research Organisation to its employees</p>
“Intellectual Property Rights”	<p>all intellectual and industrial property rights, including without limitation, patents, rights in know-how, trade marks, registered designs, models, unregistered design rights, unregistered trade marks and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world</p>
“Net Income”	<p>the Gross Income after deduction of Direct Costs</p>
“Project”	<p>the project to be carried out by the Researcher(s), which is described in Application and which is to be funded by Kidney Research UK (whether in whole or in part)</p>
“Research IPR”	<p>has the meaning given to the term in clause 2.1 below</p>
“Quarter”	<p>the period of 3 months commencing on the date of</p>

	the Grant Award and each consecutive period of 3 months thereafter, or any shorter period commencing on a day immediately following the end of a Quarter and ending on the termination of the Award.
“Research Organisation”	the host institution or organisation described in the Application
“Researcher(s)”	the Research Organisation and the Individual Researcher(s)
“Individual Researcher(s)”	the individual researcher(s) described in the Application

2 Ownership and Exploitation of Funded IPR

Ownership of IPR

- 2.1 All Intellectual Property Rights created by or on behalf of the Researcher(s) in connection with the Project (the **“Research IPR”**) will be owned by the Researcher(s) subject to the terms and conditions of the Grant Award.
- 2.2 Kidney Research UK is under an obligation to ensure that the useful results of any research activity which it funds in whole or in part are applied for the public good, the advancement of healthcare in renal medicine, and otherwise in connection with its Charitable Objectives. The Researcher(s) will provide reasonable assistance to Kidney Research UK in connection with the achievement of such aims and will grant to Kidney Research UK or procure the grant to Kidney Research UK of a perpetual, irrevocable, worldwide, royalty free and non-exclusive licence to use the Research IPR in connection with those purposes referred to in the first sentence of this clause. Such licence includes without limitation the right to sub-license.

Exploitation of IPR

- 2.3 The Researcher(s) will provide Kidney Research UK upon the it’s request with details of all Research IPR, take reasonable steps to protect the Research IPR and use its reasonable endeavours to exploit the Research IPR to an appropriate extent. The Researcher(s) will seek approval from Kidney Research UK of its/their plans for exploitation of the Research IPR (which approval may not be unreasonably withheld or delayed by Kidney Research UK), and will exploit the Research IPR in accordance with the plans approved by the Kidney Research UK.

- 2.4 Kidney Research UK recognises that the Researcher(s) may want to seek registered intellectual property protection for the Research IPR and accordingly Kidney Research UK will not make public any Research IPR for a period of sixty (60) days from disclosure of that Research IPR to Kidney Research UK where at the time of disclosure the Research Organisation indicates in writing to Kidney Research UK that it will be applying for registered intellectual property protection in respect of the disclosed Research IPR.
- 2.5 If the Researcher(s) do/does not in the reasonable opinion of Kidney Research UK sufficiently exploit and protect the Research IPR, Kidney Research UK may serve written notice on the Research Organisation of this opinion and in such notice indicate what it wishes to be done to so sufficiently exploit and protect. If after six (6) months of such notice being served the Research Organisation has not in the reasonable opinion of Kidney Research UK complied with the notice then the Researcher(s) will assign the Research IPR (together with any other Intellectual Property Rights subsequently derived from the Research IPR) to Kidney Research UK or to a nominee notified in writing to the Research Organisation by Kidney Research UK. To the extent that any Research IPR can be assigned to Kidney Research UK without any formal assignment or other written document then the same will be automatically assigned to Kidney Research UK upon expiry of the six (6) month period referred to above.
- 2.6 If the Researcher(s) is/are required to grant an assignment under clause 2.5 then they will do such further things and execute such further documents as Kidney Research UK may require to effect and confirm such assignment.
- 2.7 The Researcher(s) will in respect of the exploitation of the Research IPR provide to Kidney Research UK:
- 2.7.1 details of all Research IPR (and any Intellectual Property Rights derived from the same), including without limitation details of any patent applications filed in respect of such Intellectual Property Rights together with progress of all such applications;
 - 2.7.2 details (together with copies) of all agreements entered into which relate to the development and/or exploitation of the Research IPR;
 - 2.7.3 within twenty one (21) days of the end of each Quarter or such other period as the charity approves, an exploitation report (in such format reasonably requested by the charity) detailing the commercialisation activities for the previous Quarter, such report to include but not be limited to a statement setting out the financial information for the

Project for the previous Quarter including without limitation Gross Income, Net Income and Direct Costs; and

- 2.7.4 arrange and hold update meetings with Kidney Research UK at least once every six (6) months.

3 Revenue Sharing

- 3.1 In consideration of Kidney Research UK providing funding for the Project, the Researcher(s) will, unless agreed otherwise in writing by Kidney Research UK, share with Kidney Research UK the Net Income received by the Researcher(s) as follows:

Cumulative Net Exploitation Income	Proportion to be shared with the charity
<£100,000	25%
£100,000 - £500,000	29%
>£500,000	30%

- 3.2 The Researcher(s) will in respect of each Quarter pay to the Kidney Research UK an amount equal to the proportion of the Net Income to be shared with Kidney Research UK in accordance with clause 3.1. Payment to Kidney Research UK will be made by the Research Organisation within thirty (30) days of the end of each Quarter in respect of the Net Income received by the Researcher(s) during that Quarter.
- 3.3 The Researcher(s) agree(s) to keep true and accurate records and accounts relating to the Gross Income, Direct Costs and Net Income. These records and accounts will upon request and reasonable notice being provided by Kidney Research UK be open at all reasonable times during business hours for inspection by Kidney Research UK or its duly authorised agent.

4 Restrictions on Dealings with the Research IPR

- 4.1 The Researcher(s) may not at any time assign, charge or encumber the Research IPR (or any part of it) or assign or subcontract the whole or any part of the Grant Award, without the prior written consent of Kidney Research UK such consent to be given at the absolute discretion of Kidney Research UK.
- 4.2 If Kidney Research UK consents to an assignment under clause 4.1, the Researcher(s) shall procure that the assignee is bound by substantially the same terms as contained in the Grant Award and shall not enter into any

assignment without the written approval of Kidney Research UK of the terms of such assignment.

APPENDIX 2

Notes 6 & 7

POLICY ON THE USE OF ANIMALS IN FUNDED RESEARCH

Animal experimentation is essential for some types of biomedical research and the process is regulated by law. All research projects involving the use of animals are licensed by the Home Office and all the researchers and the procedures on which the experiments are performed must also be licensed. All these processes are rigorously policed by the Home Office Inspectorate.

Kidney Research UK from time to time approves projects involving animal experimentation when there is no suitable or practical alternative.

Such Grants are only awarded when the researchers provide convincing arguments that:

- a) The research question being addressed is of sufficient importance and justifies the use of animals;
- b) The use of animals is essential, and that the question cannot be answered using alternative methods;
- c) The proposed experiment should answer the research question;
- d) The number of animals is the minimum required to answer the question posed, and the species chosen is appropriate;
- e) Home Office regulations relating to pain and distress of the animals is adhered to absolutely at all times;
- e) The experiments will only be performed on premises of the highest standards licensed by the Home Office.

POLICY ON THE INVOLVEMENT OF PATIENTS, CONTROL VOLUNTEERS OR HUMAN TISSUES IN FUNDED RESEARCH

Kidney Research UK requires that research involving patients and control volunteers is subject to approval by an ethics Committee and requires receipt of a letter of approval before an award is activated.

Kidney Research UK requires that research involving human tissues and samples is conducted in accordance with the Medical Research Council's published guidelines on Human Tissue and Biological Samples for use in Research'. This will involve:

- appropriate approval from an ethics committee

- appropriate consent from the patients or next of kin.
- treatment of the material with appropriate respect and conformity to the Data Protection Act 1998.

Full details are available at the MRC Website: www.mrc.ac.uk