



## **Introduction**

Wellbeing of Women is the only UK charity dedicated to solving health problems that affect women. Since 1964 the charity has invested millions of pounds in improving women's health but half of all women in the UK still experience a reproductive health problem during their lifetime. That's why Wellbeing of Women is dedicated to changing this by funding medical research and training that will benefit these women and the professionals who diagnose and treat them.

Correspondence relating to this award should be in writing and addressed to:  
Ann Donald, Research Grants Manager, Wellbeing of Women, 27 Sussex Place,  
London, NW1 4SP.

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## **TERMS AND CONDITIONS FOR RESEARCH GRANTS**

### **General Conditions**

1. On receipt of a research grant, the principal applicant [grant holder] and officer responsible for administering the grant at the host institution[s] must sign a declaration accepting Wellbeing of Women's terms and conditions before the grant can be activated.
2. The date of the grant letter is the effective date.
3. The start date of the research project must be advised in writing to Wellbeing of Women. If this date is longer than 6 months from the effective date, Wellbeing of Women reserves the right to withdraw the offer.
4. Wellbeing of Women reserves the right to change its terms and conditions from time to time. Institutions will be advised and issued with a revised copy of the new terms and conditions.

### **Employer Responsibilities**

1. Where a grant supports the employment of staff, Wellbeing of Women does not act as an employer. It is the responsibility of the host institution to issue contracts of employment in accordance with current legislation.
2. The tenure of appointment of staff recruited for work under a grant must be confined to the period of the grant unless the host institution wishes to retain staff for its own purpose at its own expense.

3. Before confirming the appointment or replacement of research project staff, a copy of their CV and recommended salary grade must be sent to Wellbeing of Women.
4. Maternity leave or sick leave will not be covered by Wellbeing of Women. It is the host institution's responsibility to notify Wellbeing of Women as soon as it is aware that project staff will be unavailable to work on the grant. Extension of the tenure of the award will be considered on a case-by-case basis following temporary suspension due to maternity or sick leave.
5. It is the responsibility of the host institution and the grant holder to ensure that:
  - the funding made available by Wellbeing of Women is applied exclusively and appropriately in support of the research project for which it has been awarded and as stated in the original application
  - all contractual requirements relating to the research are met
  - there is appropriate supervision of the researchers.

### **Financial and Audit**

1. Payments will not be made until the organisation that has been awarded the grant has formally accepted the grant and the conditions under which the grant is awarded.
2. Claims made to Wellbeing of Women against the grant should:
  - a. Be lodged without delay
  - b. Be applied for quarterly in arrears
  - c. State the Wellbeing of Women reference number allocated
  - d. State the name of the grant holder
  - e. State the title of the project
  - f. Detail full particulars of all salary payments
  - g. List full details of consumables and other expenses
3. In the case of Entry-Level Research Scholarships, full payment will be made on receipt of the signed Terms and Conditions.
4. Wellbeing of Women requires notification in advance of any salary increase. Increases in line with university pay awards that are not accounted for in the original application, will be considered by Wellbeing of Women on a case-by-case basis.
5. Wellbeing of Women does not support indirect costs.
6. Wellbeing of Women will only pay for costs that are directly associated with the cost of the project.
7. Wellbeing of Women is receptive to the need for virement between grant headings but requires prior notification.
8. A final claim must be submitted within 6 months of the end of the grant.
9. Payment of the final claim is dependent upon receipt of a final report from the grant holder.
10. Grant expenditure must be covered by the host institution's own audit arrangements
11. Wellbeing of Women reserves the right to request that its own auditors have access to records if required in order to confirm that the award has been used for the correct purpose

## **Equipment**

1. Any equipment awarded is donated to the department where the principal applicant works.
2. If the equipment is used for ancillary purposes, commercial or otherwise, Wellbeing of Women's permission must be sought.
3. The host institution must take responsibility for the equipment installation, maintenance, repairs and insurance at their own expense.
4. If the grant is transferred to another institution, equipment purchased with grant monies should be transferred to that institution at no cost to Wellbeing of Women.

## **Publications, Publicity and Reporting**

1. An interim report must be submitted on request, usually at yearly intervals throughout the duration of the research. Continued funding will be subject to a satisfactory interim report as assessed by the RCOG/Wellbeing of Women Research Advisory Committee.
2. A final report must be submitted on request, prior to the end of the grant and will be subject to peer review.
3. For single payment grants, a report will be requested one year from award.
4. Failure to submit reports at the appropriate times may result in the suspension of payments by Wellbeing of Women.
5. Lay summaries of up to 250 words written in terms suitable for non-medical readers should be included with both the interim and final reports.
6. Wellbeing of Women should be informed when the publication of research papers is imminent, and a copy of the article forwarded to Wellbeing of Women when available.
7. Wellbeing of Women support must be acknowledged in all publications and in appropriate positions within the host institution[s] using material supplied by Wellbeing of Women. Funding acknowledgment should take the following form: 'This work was supported by Wellbeing of Women (grant Number \*\*\*)'.
8. The Wellbeing of Women logo must not be used without permission.
9. It is incumbent on the grant holder and the host institution that Wellbeing of Women is advised well in advance of any press releases and/or media activity.
10. Grant holders may be asked to assist Wellbeing of Women with publicity pertaining to their research.

## **Intellectual Property Rights**

As a charity Wellbeing of Women is committed to improving the health of women. As such it is obliged to ensure that results of research that it funds (whether in whole or in part) are applied for the public good. In some circumstances, this obligation may be best achieved through the protection of intellectual property (IP) and commercial exploitation.

#### 1. Notification and Monitoring

The institution and grant holders should notify Wellbeing of Women promptly in writing when IP arises from the grant and take reasonable steps to ensure that such IP is protected and not published or otherwise disclosed publicly prior to protection (whilst at the same time ensuring that potential delays in publication are minimised).

#### 2. Permission to Exploit

The institution should seek Wellbeing of Women consent to commercially exploit the results of any research it has funded. Consent will not be unreasonably withheld, and Wellbeing of Women will only refuse an institution's request where it considers that the proposed commercial exploitation would run counter to its interests and charitable objectives. In the event that Wellbeing of Women does not provide a response to the institution's request within thirty days, the institution or its technology transfer subsidiary will automatically have the right to proceed with such commercial exploitation. The institution is not required to seek Wellbeing of Women consent in assigning intellectual property to its technology transfer company.

#### 3. Institutional Guidelines

Wellbeing of Women requires the institution to have procedures in place for the identification, protection, management and exploitation of Wellbeing of Women-funded intellectual property.

As a condition of granting consent, Wellbeing of Women will require the institution to accept standard revenue and equity sharing terms of the charity.

#### 4. Ownership and Management

The institution should ensure that all persons in receipt of Wellbeing of Women's funding working on a Wellbeing of Women funded activity (including employees, students, visiting staff and subcontractors) are employed or retained on terms that vest in the Institution all Wellbeing of Women-funded IP.

If the institution decides not to protect, manage, exploit any Wellbeing of Women-funded IP arising out of the grant then the charity has a right, but not a duty, to protect, manage or exploit such IP. If Wellbeing of Women decides to exercise its right, the institution agrees and will take reasonable endeavours to ensure that its employees and students and any third party, acting on its behalf does, all acts required to assist Wellbeing of Women in such protection and exploitation.

#### 5. Rights and Revenue Sharing

The institution, grant holders and co-applicants should inform the charity of any pre-existing arrangements of which they are aware and which could lead to a breach of the Wellbeing of Women-funded standard conditions. The institution should take reasonable endeavours to ensure that no consultancies, third party restrictions or arrangements which might impact on a Wellbeing of Women-

funded grant are entered into in relation to any Wellbeing of Women-funded person or activity without prior agreement of the charity. Charity-funded investigators or individuals involved in a charity-funded project should not use materials or compounds (other than those obtained commercially), on terms which would place restrictions on the publication of the results. Institutions should take reasonable endeavours to ensure that 'reach through rights' have not been granted on any charity-funded IP in favour of commercial organisations providing materials or compounds to charity-funded individuals for research purposes. However, Wellbeing of Women recognises that companies providing materials may often require exclusive rights to any intellectual property arising from use of that material, and that this requirement is often non-negotiable. Where intellectual property arises from research linked indirectly to the use of material provided under such agreement, the provider should be offered a time-limited opportunity to take out a revenue-generating licence.

The following components will be considered in any revenue sharing agreement: the Direct Costs of Exploitation, the Technology transfer fee, the Institutional Share/Inventor Share and the Funder(s) Share. The exact proportions assigned may need to be negotiated on a case-by-case basis and will also vary depending upon the amount of revenue generated.

If the charity is not the sole funder it is the responsibility of the institution to identify the inventive contribution of the inventors and the proportionate funding contributions of the funders. It is also the responsibility of the institution to reward inventors of IP from the revenue share according to its own policies and practice. Similarly, the institution and its technology transfer company should agree how to share between themselves any technology transfer fees or shares of net income and/or equity due to either or both of them.

## 6. Patenting

In order for research advances to qualify for intellectual property protection, the legal criteria for patent protection must be fulfilled. To be patentable, the results of research must describe an invention that is: novel, non-obvious and capable of industrial application. Wellbeing of Women supports the protection of research findings that meet the legal criteria

Wellbeing of Women believes that basic DNA sequence of humans and other organisms should be placed in the public domain as soon as is practical, without any fees, patents, licences or limitations on use, giving free and equal access to all. However, the charity is supportive of patents covering genes and their products if there is sufficient information to indicate that the DNA sequences in question can be used to develop healthcare benefits. In line with EU law, Wellbeing of Women does not support, and may challenge, the patenting of raw DNA sequences in the absence of such information.

## **Research Governance and Practice**

1. As a member of the Association of Medical Research Charities [AMRC], Wellbeing of Women will only fund research in institutions that have an appropriate Code of Practice in place as defined by the AMRC 'Guidelines on Good Research Practice'.
2. Wellbeing of Women endorses the general principles established by the Medical Research Council's 'Guidelines for Good Clinical Practice in Clinical Trials' [1998] and 'Good Research Practice' [2000] and the Department of Health's 'Research Governance Framework' [2001] [www.doh.gov.uk/research/documents/](http://www.doh.gov.uk/research/documents/).
3. It is a condition of Wellbeing of Women funding that the host institution has the appropriate mechanisms in place for handling allegations of scientific misconduct. It is the responsibility of the host institution not Wellbeing of Women to investigate.
4. If scientific misconduct is proven Wellbeing of Women will terminate the grant immediately and will take steps to recover funds already awarded.

## **Approvals and Licences**

1. All necessary legal and regulatory requirements in order to conduct the research must be in place, and all necessary licences and approval obtained before the research funded by the Wellbeing of Women grant commences.
2. As of April 2003 no research involving human participants, their organs, tissue or data, may begin or continue until a recognised research sponsor has accepted responsibility for it. Wellbeing of Women will not take on the role of research sponsor and will not fund such research in the absence of a signature from the Research and Development Officer of the host institution.
3. Acceptance of a grant constitutes confirmation that ethical committee approval has been or is being obtained. No funding will be released until a copy of the ethical approval is received by Wellbeing of Women.
4. Documentary evidence of HFEA approval must be provided for projects involving the use of human gametes or embryos.
5. Projects involving the use of animals must have Home Office licences to cover all relevant institutions, researchers and research activity. In all animal experiments, the principles of reduction, replacement and refinement should apply.

### Limitation of Liability

1. Wellbeing of Women accepts no responsibility for any liabilities arising from grant funded research.
2. Wellbeing of Women will not indemnify the host institution, grant holder or others working on the project from compensation claims relating to the funded research.

### Alteration and Termination

1. In the event of the principal applicant taking up an appointment at another institution the balance of the grant can normally be transferred provided that:
  - notice is given in advance
  - the institution is in the UK
  - one year or more of support is remaining on the grant
  - the heads of department and administration at both institutions agree to the transfer in writing and
  - the aims of the research project can still be achieved
2. Any marked deviation from the aims of the original project must be conveyed to Wellbeing of Women and authorised in writing prior to significant alteration taking place. It may be deemed necessary for the revised project to be subjected to peer review.
3. The host institution and/or grant holder must advise Wellbeing of Women of any changes that may affect their ability to comply with Wellbeing of Women's terms and conditions.
4. Wellbeing of Women will consider on a case-to-case basis should the Principal Investigator transfer to an overseas institution and a co-applicant be nominated to take his/her place.

Wellbeing of Women reserves the right to terminate the grant on notice with immediate effect.

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I have read the Terms and Conditions and agree to abide by them.

I can confirm the commencement date for the project will be:

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Signed ..... Date .....

(Principal Applicant)

Signed ..... Date.....

(Officer responsible for administration of the Grant)

Name in Capitals

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