

Discovery Award Terms & Conditions (COND/02/18)

The ambition of the Dementias Platform UK project (“DPUK”) is to establish and develop a unique UK-wide consortium that is able to build on existing national capabilities in order to implement a world-leading programme of research activity that will address the major burden of dementias associated with age-related neuro-degeneration. DPUK has been funded by a grant from the Medical Research Council (the “Funding Body”) and contributions from DPUK industry partners.

Discovery Awards supported by the DPUK grant aim to facilitate analysis of cohort data that have been brought together via the DPUK data portal, which is hosted at Swansea University.

The Chancellor, Masters and Scholars of the University of Oxford, whose administrative offices are at Wellington Square, Oxford, OX1 2JD (“Oxford”) is Academic Coordinator for DPUK. Part of this role involves responsibility for administering sub-awards for DPUK’s Experimental Medicine Workstream, which now includes these Discovery Awards.

These Conditions, together with the Award Letter, set out the terms and conditions under which the Award is made by Oxford, acting on behalf of DPUK. .

1. Personnel

- 1.1 Neither DPUK nor Oxford acts as an employer with respect to the Award, and therefore in all cases where support is provided on the Award for the employment of staff, the Award Recipient shall ensure that a contract of employment or other appointment is issued to such staff that is in compliance with relevant UK laws and regulations.
- 1.2 The Award Recipient shall ensure that the Lead Applicant and its other Representatives working on the Project (defined below) are made aware of these Conditions.
- 1.3 The Award Recipient shall notify the DPUK Project Manager promptly in writing if at any time the Lead Applicant or any other key individual is unable or unwilling to continue to be involved in the Project. Within thirty (30) days after the date of that notice, the Award Recipient shall be entitled to nominate a successor and shall communicate this to the DPUK Project Manager in writing. Oxford, acting on behalf of the DPUK executive team, shall not unreasonably decline to accept a nominated successor. Either Party may terminate the Award by giving sixty (60) days’ written notice to the other Party if no successor is nominated by the Award Recipient or if Oxford, acting on behalf of the DPUK executive team, has reasonably declined to accept a nominated successor.
- 1.4 The Award Recipient shall procure that any third parties involved in the Project agree to be bound to terms and conditions that are no less stringent than those in the Award Letter and these Conditions.

2. Activation of the Award

2.1 Payments will not be made on the Award until The Award Recipient has formally accepted the Award (by executing the Award Letter) and the conditions under which the Award is awarded and has invoiced Oxford in accordance with the Award Letter.

3. The Project

3.1 The Award Recipient shall use the Award exclusively for the purposes of the Project.

3.2 The Award Recipient shall carry out and complete the Project with reasonable skill and care, in accordance with all applicable laws and in accordance with the Award Letter and these Conditions.

3.3 The Award Recipient shall complete the Project by 30 June 2019 unless it obtains the prior written consent from Oxford, acting on behalf of DPUK, to an extension to this period.

3.4 The Award Recipient shall ensure that the Lead Applicant any third parties have received or will receive training appropriate to their functions in carrying out the Project, in accordance with all applicable governing legislation.

4. Results

4.1 The Award Recipient shall disseminate the Results to as wide and as suitable a public audience as possible. The Results must be disseminated as soon as possible, but in any event, within three months of the end of the Award Period. Unless otherwise agreed by Oxford, acting on behalf of DPUK, the costs of dissemination of the Results shall be included within the amount of the Award.

4.2 The Award Recipient shall provide Oxford with four copies of all Results within three months after the end of the Award Period, and hereby permits Oxford to share these with the other DPUK partners.

4.3 If the Award Recipient does not manage the Results to the reasonable satisfaction of Oxford, acting on behalf of DPUK, then Oxford, acting on behalf of DPUK, shall have the right, but not a duty, to manage the Results. Unless Oxford, acting on behalf of DPUK, reasonably considers that the opportunity to manage the Results for the public benefit could be lost and more immediate action is required, such right shall only be exercised six months after DPUK has given the Award Recipient notice in writing that they are failing to manage the Results to the DPUK executive team's satisfaction. The Award Recipient agrees to do and will ensure that the Lead Applicant, other Representatives, and all third parties acting on their behalf do, all acts required to assist Oxford in such management, acting on behalf of DPUK.

4.4 If any outputs funded by the Award could be reasonably perceived by the Award Recipient as having an educational benefit, such findings must be presented to the National STEM Centre (<https://www.stem.org.uk>) and be made available for use in an appropriate form as soon as possible and in any event by the submission of the End of Award Report.

4.5 In the event that the outputs of the Award include an original research publication, the following condition will apply. All research papers that have been accepted for publication in a peer-reviewed journal, and are supported in whole or in part by the Award, must be made available from Europe PubMed Central as soon as possible,

and in any event within three months of publication, in line with [DPUK's Open Access policy](#). See clause 8.5 below concerning the retention of funds.

5. Exploitation

5.1 The Award Recipient shall not exploit the Results without the prior written consent of Oxford, acting on behalf of DPUK.

6. Publicity

6.1 The Award Recipient shall ensure that the contribution from the DPUK grant to the Project is suitably acknowledged in any dissemination of the Results and in all publications and publicity concerning the Project or the Award. The Award Recipient will also take part in any DPUK-related publicity about the awards, as reasonably appropriate.

6.2 The Award Recipient and the Lead Applicant are encouraged to use DPUK's name and logo in relation to the Project. However, DPUK's name and logo may not be used without DPUK's prior written consent from the DPUK Project Manager.

6.3 The Award Recipient and the Lead Applicant (as applicable) shall consult with DPUK's communication team on all publicity, promotional activity and press statements that may be issued about the Award, the Project, or the Results.

6.4 Oxford, acting on behalf of DPUK may make public the purpose and amount of the Award in whatever way it thinks fit. The Award Recipient and Lead Applicant (as applicable) shall co-operate with the DPUK Project Manager to effect such publicity.

6.5 In carrying out the Project, The Award Recipient and Lead Applicant shall not (and shall ensure that any third parties do not) do or fail to do anything which may damage or have a detrimental effect upon the name and good standing of DPUK, or Oxford.

7. Reports and Evaluation

7.1 The Award Recipient shall submit reports on the progress of the Project to Oxford [as required by DPUK. Biannually progress reports with]. The Award Recipient shall submit Spend Reports to Oxford [brief milestones and deliverables reported monthly when due and as required by DPUK].

7.2 The Award Recipient shall submit an End of Award Spend Report to Oxford within two (2) months of the end of the Award Period. See clause 8.5 below concerning the retention of funds.

7.3 In the event that submission of the End of Award Report is delayed, further applications for DPUK funding from the Award Recipient will not be accepted until the End of Award Report has been received, unless the DPUK Project Manager agrees otherwise.

7.4 Unless Oxford, acting on behalf of DPUK, agrees otherwise, the Award Recipient shall be responsible for the management, evaluation, monitoring and control of the Project and the Results and for the acts or omissions the Lead Applicant, other Representatives and third parties working on the Project. The Award Recipient shall be responsible for any payments due to third parties. If Oxford, acting on behalf of DPUK chooses to evaluate the progress of the Project and the Progress, the Award Recipient and Lead Applicant shall provide the DPUK Project Manager with all reasonable assistance required for this purpose.

8. Financial Arrangements

- 8.1 Payments will be made by Oxford, acting on behalf of DPUK, in accordance with the Payment Profile. Oxford, acting on behalf of DPUK, shall have the right to adjust a Payment Profile subject to any restrictions set by the DPUK executive team, and will be expected to do so where any variance between payments to be made under the Payment Profile and anticipated expenditure for the period to which those payments relate become significant.
- 8.2 Payments of Award monies will only be made if Oxford, acting on behalf of DPUK, is satisfied with the reports it receives on the progress of the Project, and that the Project is proceeding in accordance with the Application, the Award Letter and these Conditions.
- 8.3 If there is any variance shown on a Spend Report or an End of Award Spend Report, Oxford, acting on behalf of DPUK, shall have the right to adjust the Payment Profile or withhold or make additional payment(s).
- 8.4 [Oxford, acting on behalf of DPUK, will normally retain 10% of the Award until (a) an End of Award Report and an End of Award Spend Report have been completed and returned to Oxford], and (b) where clause 4.5 applies, research papers supported in whole or in part by the Award have been confirmed by the DPUK Project Manager to be compliant with DPUK's [Open Access policy](#).
- 8.5 The Award Recipient must hold a UK bank account and must notify DPUK of any changes to its bank account details.

9. Audit

- 9.1 The Award Recipient confirms that the control of expenditure to be funded under the Award is governed by its normal standards and procedures and formal audit arrangements. This should include standards and procedures for maintaining an appropriate anti-fraud and corruption control environment.
- 9.2 Oxford, or any subsequent organisation acting as Academic Coordinator of DPUK, shall have the right, at its discretion to audit (directly or via third parties engaged by it) the Award, income and expenditure in relation to the activities funded by the Award and/or the systems used by the Award Recipient to administer the Award at any time during the Award Period or for up to six (6) after the end of the Award Period, following reasonable written notice. The Award Recipient shall provide all necessary access to accounting and other records relating to the Award as required by this clause.

10. Third Party Funding

- 10.1 The Award Recipient shall not accept (and must not have accepted) any third party funding for the Project, without the prior written consent of Oxford, acting on behalf of DPUK.

11. Insurance

- 11.1 The Award Recipient is responsible for effecting and maintaining adequate insurance cover for all appropriate risks in respect of the Project (including any Equipment and, if appropriate, the Results). If requested, The Award Recipient will provide Oxford,

acting on behalf of DPUK, with a copy of all such insurance covers, together with evidence of payments due in respect of their premiums.

12. Termination and Repayment of the Award

12.1 Oxford, acting on behalf of DPUK, reserves the right to terminate the Award on notice with immediate effect in the event that the Funding Body terminates the DPUK grant.

12.2 The Award Recipient shall repay to Oxford, acting on behalf of DPUK, such portion of the Award that it has received (and all future Award payments shall be ceased) if:

- (i) the Award Recipient breaches any of clause 3.1, [or 5.1] of these Conditions;
- (ii) there is a material change to the status or ownership of the Award Recipient, or the Award Recipient go into administration, receivership, liquidation or bankruptcy;
- (iii) the Award Recipient or the Lead Applicant, its Representatives or sub-contractors have acted negligently or fraudulently in connection with the Project or the Application;
- (iv) any other material term or condition of the Award is breached and cannot be remedied within thirty (30) days of Oxford, acting on behalf of DPUK, having notified the Award Recipient in writing of the nature of the breach;
- (v) the Award is terminated in accordance with clause 1.3 above.

13. General

13.1 The Award Recipient shall obtain all consents, permissions, licences and approvals necessary to fulfil their obligations in respect of, the performance of the Project and compliance with the Award Letter and these Conditions. The Award Recipient shall also provide all such assistance and information, execute all such documents and do all such things as Oxford, acting on behalf of DPUK, may require for these purposes.

13.2 For the avoidance of doubt, the Award is not a contract for services.

13.3 The Award Recipient shall disclose any actual or potential conflict of interest that may arise in relation to the Award to Oxford, acting on behalf of DPUK.

13.4 The Award Recipient shall procure that the Lead Applicant informs Oxford, acting on behalf of DPUK, as soon as practicable of any material changes (including to the Application) that might affect the activities funded under the Award (for example, the Lead Applicant takes up a post in another organisation).

13.5 Oxford, acting on behalf of DPUK accepts no responsibility, financial or otherwise, for expenditure on the Award (or liabilities arising out of such expenditure), or for liabilities arising out of the activities funded by the Award. Oxford, acting on behalf of DPUK, will not indemnify the Award Recipient, the Lead Applicant, Representative or any sub-contractor of the Award Recipient against any claims for compensation or against any other claims howsoever arising for which such party may be liable as an employer or otherwise or for which any other person may be liable.

13.6 In the event of any conflict between the provisions of these Conditions as amended from time to time, and of the Award Letter, the provisions of the Award Letter will take precedence.

13.7 The Award Recipient shall inform Oxford, acting on behalf of DPUK, without delay if the Award Recipient goes into administration, receivership, liquidation or bankruptcy, or if there is any change to the status or ownership of the Award Recipient or the Lead Applicant that might affect their ability to comply with these Conditions.

13.8 Notices:

- (i) Oxford's representatives for the purpose of receiving legal notices shall until further notice be:

The Director, Research Services, University of Oxford, Wellington Square,
Oxford, OX1 2JD

with a copy to:

The Administrator, Department of Psychiatry, University of Oxford,
Warneford Hospital, Oxford, OX3 7JX

and

The DPUK Project Manager, Department of Psychiatry, University of Oxford,
Warneford Hospital, Oxford, OX3 7JX

- (ii) Oxford's representative for the purpose of receiving invoices, spend reports etc. shall until further notice be:

The Finance Officer, Department of Psychiatry, University of Oxford,
Warneford Hospital, Oxford, OX3 7JX

with a copy to:

The DPUK Project Manager, Department of Psychiatry, University of Oxford,
Warneford Hospital, Oxford, OX3 7JX

- (iii) The DPUK Communications Team, Department of Psychiatry, University of Oxford, Warneford Hospital, Oxford, OX3 7JX

14. Definitions

Award Recipient means the party to whom the Award is awarded, as set out in the Award Letter.

Application means the application and associated material submitted by the Award Recipient to Oxford, acting on behalf of DPUK, in respect of the Award.

Award means the DPUK Discovery Award described in the Award Letter.

Award Letter means the letter from Oxford, acting on behalf of DPUK, to the Lead Applicant specifying the amount of the Award that has been awarded.

Award Period means the period of the Award set out in the Award Letter, commencing on the start date confirmed by the Award Recipient, and ending in accordance with clause 3.3 of these Conditions.

Award Recipient Conditions means the terms and conditions in this document (ref. COND/02/18).

End of Award Report means a form on which the Award Recipient reports on the Project.

End of Award Spend Report means a form completed by The Award Recipient that must be submitted to Oxford, acting on behalf of DPUK, that sets out:

- 1) a comparison of i) actual expenditure by the Award Recipient during the Award Period on the Award and ii) the total amount awarded by Oxford, on behalf of DPUK, in respect of the Award;
- 2) an explanation for any variances between 1i) and 1ii) above as requested by Oxford, acting on behalf of DPUK; and
- 3) any further information that Oxford, acting on behalf of DPUK, requests from The Award Recipient.

Lead Applicant means the principal applicant, as specified in the Award Letter for the Award, or his or her successor appointed with the prior written agreement of Oxford, on behalf of DPUK. The Lead Applicant shall be an employee of the Award Recipient and is responsible for leading the Project.

Payment Profile means the schedule of payments to the Award Recipient from Oxford, on behalf of DPUK, as set out in the Award Letter.

Project means the project for which the Award is awarded, as set out in the Award Letter.

Representative means a Party's officers, employees, agents, advisers and (where applicable) students.

Results means the outputs created as a result of the Award.

Spend Report means a form that must be completed by the Award Recipient and submitted to Oxford, acting on behalf of DPUK, that sets out:

- 1) a comparison of
 - i) actual expenditure by the Award Recipient during the Award Period;
 - ii) the amount paid by Oxford, acting on behalf of DPUK, during the Award Period;
- 2) an explanation for any variances between 1i) and 1ii) above as requested by Oxford, acting on behalf of DPUK; and
- 3) any further information that Oxford, acting on behalf of DPUK, requests from the Award Recipient.