**Thrombosis UK Pilot Study Grant Summary**

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This grant is to support the development of UK-based pilot study of well-defined VTE patient populations.

The grant is intended to support the generating of valuable datasets that will support a future large scale research grant application.

Thrombosis UK is unable to provide long-term support and so it is envisaged that the support provided by Thrombosis UK in this Pilot Study Grant will enable applications to other funders for large-scale continuing support after completion of the pilot study.

**Summary for successful Pilot Study Grants**

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**Process:**

1. Within 18 months of the grant being made, the successful applicant is required to produce a short report about the progress and learning from the project, detailing any new developments or obstacles, as well as any publications supported by the dataset generated by the study.
2. Acknowledgment of funding support from Thrombosis UK must be included on all related publications, abstracts and posters.
3. Thrombosis UK has the right to refuse funding if there is a lack of progress and/or to obtain the return of Thrombosis UK funds if Thrombosis UK determines that the use of the funds is inappropriate.

**Requirements after completion of project:**

Within 12 months of completion, a report showing detailed expenditure over the course of the project

Any research publications resulting from the cohort study include acknowledgment of Thrombosis UK.

Publication of both reports permitted on the Thrombosis UK website and used in Thrombosis UK communications.

**Grant Terms and Conditions**

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These terms and conditions and the Award Letter set out the terms and conditions on which Thrombosis UK agrees to provide the Host Institution with the Grant.

**Definitions and interpretation:**

1. Applicable Laws means all laws, rules, regulations, codes of practice and research governance or ethical guidelines or other requirements, decisions and guidance of regulatory authorities applicable to the Research and Grant, as amended from time to time.
2. Award Letter means the letter signed by Thrombosis UK and the Host Institution setting out the detail of the Grant to be paid by Thrombosis UK to the Host Institution, which forms part of the Grant Contract.
3. Confidential Information means Intellectual Property and/or other business, technical or commercial information disclosed by one Party and received by the other Party pursuant to or in the course of the performance of the Grant Contract.
4. Grant means the grant that Thrombosis UK has agreed to pay to the Host Institution to fund the Research, as set out in the Award Letter.
5. Grant Contract means the agreement between the Parties in relation to the Grant, which is comprised of these terms and conditions and the Award Letter. Grant-holder means the individual that applied for the Grant on behalf of the Host Institution, as identified in the Award Letter.
6. Grant Period means the period during which Thrombosis UK will fund the Research with the Grant, as set out in the Award Letter.
7. Host Institution means the organisation identified in the Award Letter as the recipient of the Grant.
8. Intellectual Property means patents, utility models, rights to inventions, copyright and related rights, moral rights, database rights, trademarks and service marks.
9. Party and the Parties mean Thrombosis UK and / or the Host Institution as appropriate.
10. The Premises means all premises where the Research is conducted.
11. Project Plan means the document describing the Research submitted by the Grant holder and/or Host Institution as part of the application for the Grant.
12. Project Start Date means the start date for the Research set out in the Award Letter, or if no date is set out there, the date that the Award Letter is signed on behalf of the Host Institution.
13. Research means the research and investigation that is the subject of the Grant, as set out in the Award Letter and described in the Project Plan.
14. Research Personnel means the Grant-holder, the person or persons working under his / her supervision on the Research and any other person or persons employed or engaged by the Host Institution to work on the Research.
15. Resulting IP means any and all Intellectual Property arising in the course of the performance of the Research.
16. The terms Host Institution and Thrombosis UK shall, where appropriate, include their duly authorised agents.
17. The Grant Contract constitutes the entire agreement between the Parties in relation to the Grant and extinguishes and supersedes all previous agreements between the Parties relating to the Grant.
18. If there is any conflict between the provisions of these terms and conditions and the provisions of the Award Letter, the provisions of the Award Letter shall prevail.

**The Research:**

The Host Institution shall ensure that the Research is performed:

1. With due care and diligence
2. Using appropriately experienced, qualified and trained personnel
3. In accordance with the terms and conditions of the Grant Agreement
4. In accordance with good scientific practice
5. In accordance with all Applicable Laws

The Host Institute shall ensure that the Research is conducted in accordance with the World Medical Association’s Declaration of Helsinki on Medical Research Involving Human Subjects and Declaration of Taipei on Research on Health Databases, Big Data and Biobanks, and Thrombosis UK may request evidence of such compliance.

The Host Institution shall obtain and maintain all necessary licences, permits, consents and approvals in respect of the Research.

The Host Institution shall not make any material change to the Grant, the Research or the Research Personnel without the prior written approval of Thrombosis UK.

The Host Institution shall notify Thrombosis UK immediately if there is any change in its status, or that of the Grant-holder or Research Personnel, that might affect its eligibility to hold the Grant.

Where the Host Institution intends to apply to a third party for funding in connection with the Research and that intention was not disclosed in its application for the Grant, it will notify Thrombosis UK in advance of its intention to do so and, where such funding is obtained, it will provide Thrombosis UK with details of the amount and purpose of that funding.

The Host Institution agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Research or any related administration costs that Thrombosis UK is funding in full under the Grant Contract.

The Host Institution shall ensure that any third party funding does not restrict or fetter Thrombosis UK’s rights under the Grant Contract in respect of the Resulting IP.

The Host Institution shall procure that the Grant-holder shall submit a written report on the progress of the Research and use of the Grant in a form agreed by Thrombosis UK by the agreed date.

Where the Host Institution has obtained funding from a third party for the Research, the written report shall include the amount of such funding and details of what that funding has been used for.

The Host Institution shall provide copies of any information relating to the Research and use of the Grant as Thrombosis UK may request.

The Host Institution shall procure that the Grant-holder shall submit a final written report to Thrombosis UK in a form agreed by Thrombosis UK in respect of the conduct and outcome of the Research within three months of its completion, including detailed expenditure of the Grant over the course of the Research.

The Host Institution shall procure that the Grant-holder will permit Thrombosis UK to publish the summary on the Thrombosis UK website.

The Host Institution shall ensure that the Premises are:

* Appropriate to house the Research Personnel and all equipment used in the Research and at all times fully maintained
* Kept in an appropriate and safe state of repair
* Properly serviced

The Host Institution shall comply with and perform all obligations and duties under Applicable Laws (including all applicable health and safety legislation) in respect of the Premises.

**Equipment**

Unless this responsibility is devolved to a third party and agreed in writing by the Parties, the Host Institution shall provide and maintain all equipment used for the purposes of the Research in good and safe working order and in a state and sufficiency appropriate for the purposes of the Research.

Any equipment purchased using funds from the Grant shall belong to the Host Institution but may only be used for the purposes of the Research until the Research is complete.

**Staff**

The Host Institution shall:

* Employ or engage 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
* Issue contracts of employment to Research Personnel employed by the Host Institution in accordance with Applicable Laws
* Be fully responsible in all respects for the Research Personnel
* Comply with and perform all obligations and duties under Applicable Laws in respect of the Research Personnel

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 personnel and research groups within the Host Institution.

Under no circumstances shall the Research Personnel be considered to be employed by Thrombosis UK.

When Research Personnel are employed by the Host Institution, the Host Institution shall be responsible as employer for all claims arising from such employment and Thrombosis UK shall not be responsible for, or indemnify the Host Institution against, any such claims.

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 Thrombosis UK of such action as soon as practicable (and preferably in advance) and will similarly notify Thrombosis UK of the progress and outcome of such action.

The Host Institution shall seek the prior written approval of Thrombosis UK before replacing the Grant-holder for any reason.

The Host Institution shall ensure that the Research Personnel are made aware of their responsibilities relating to the Research and that they observe the terms and conditions of the Grant Contract.

Thrombosis UK does not pay the cost of maternity, paternity or adoption leave (or other leave to which an employee is entitled by statute or his employment contract) for Research Personnel funded by the Grant. As the Host Institution is the employer, it is responsible to discharge all employer statutory and contractual payments for such leave, including any entitlement to remuneration during leave for sickness or injury, and Thrombosis UK will not supplement the Grant for this purpose.

Thrombosis UK will pay the Grant to the Host Institution in two portions at the times set out in the Award Letter during the Grant Period. The Host Institution shall ensure that the Grant is only used in respect of the Research and in accordance with the terms and conditions of the Grant Contract, including the agreed budget set out in the Project Plan and/or Award Letter.

The amount of the Grant shall not be increased in the event of any overspend by the Host Institution in its performance of the Research.

In no circumstances shall Thrombosis UK reimburse any costs relating to professional indemnity insurance or any similar costs or expenses.

The Host Institution shall promptly repay to Thrombosis UK any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Host Institution.

Should any part of the Grant remain unspent at the end of the Grant Period, the Host Institution shall ensure that any unspent monies are returned to Thrombosis UK or, if agreed in writing by Thrombosis UK, shall be entitled to retain the unspent monies to use for purposes as agreed between the Parties.

Any liabilities arising at the end of the Research, including any redundancy liabilities for Research Personnel, must be managed and paid for by the Host Institution. No additional funding shall be available from Thrombosis UK.

The Grant shall be shown in the Host Institution’s accounts as a restricted fund and shall not be included under general funds.

The Host Institution shall keep separate, accurate and up-to-date records and accounts in respect of all receipt and expenditure of the Grant, which shall be subject to the Host Institution’s formal audit arrangements. It shall also keep all invoices, receipts and accounts and any other relevant documents relating to the expenditure of the Grant for at least three years following receipt of any Grant monies to which they relate.

**Repayment, withholding and suspension of Grant**

Thrombosis UK may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant by written notice to the Host Institution if:

* The Host Institution uses the Grant for purposes other than those for which it has been awarded or has been spent on items of expenditure not allowed by the Grant Contract
* Any agreed funding milestones have not been achieved
* The Grant-holder is dismissed or suspended
* The Research does not start the Project within one month of the agreed Start Date and the Host Institution has failed to provide Thrombosis UK with a reasonable explanation for the delay
* Thrombosis UK considers that the Host Institution has not made satisfactory progress with the Research
* The Host Institution is, in the reasonable opinion of Thrombosis UK, performing the Research in a negligent manner
* The Host Institution obtains duplicate funding from a third party for the Research in breach of the agreement with Thrombosis UK
* The Host Institution obtains funding from a third party that, in the reasonable opinion of Thrombosis UK, undertakes activities that are likely to bring the reputation of the Research or Thrombosis UK into disrepute
* The Host Institution provides Thrombosis UK with any materially misleading or inaccurate information
* The Host Institution breaches any Applicable Laws in relation to the Research
* Any Research Personnel or other representative of the Host Institution has acted dishonestly or negligently to the detriment of the Research or taken any actions which, in the reasonable opinion of Thrombosis UK, bring or are likely to bring Thrombosis UK’s name or reputation into disrepute
* The Host Institution ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation)
* The Host Institution becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due
* The Host Institution fails to comply with any of the terms and conditions set out in the Grant Contract and fails to rectify any such failure within 30 days of receiving written notice detailing the failure

In the event that the Host Institution becomes subject to financial or other difficulties that could have a material impact on its effective performance of the Research or compliance with the Grant Contract it will notify Thrombosis UK as soon as possible so that, if possible, and without creating any legal obligation, Thrombosis UK will have an opportunity to provide assistance in resolving the problem or to take action to protect Thrombosis UK and the Grant monies.

**Publication, acknowledgement and publicity**

The Host Institution shall acknowledge Thrombosis UK’s Grant funding and support in all published material, presentations and other relevant documents about or arising from the Research.

The Host Institution shall send copies of any Publications to Thrombosis UK as soon as possible after publication.

Wherever possible, the Host Institution shall ensure that the results of the Research are published in open access publications.

Thrombosis UK may publish the final written report submitted by the Grant-holder in Thrombosis UK communications materials, including website and social media platforms, provided that any confidential information of the Host Institution that is contained in the report is removed before publication, except where the Host Institution agrees in writing that particular confidential information can be included in the published version of the report.

When using Thrombosis UK’s name and logo, the Host Institution shall comply, and shall ensure that the Research Personnel comply, with all reasonable branding guidelines issued by Thrombosis UK.

The Parties’ aim is to exploit the results of the Research so that the understanding, diagnosis and treatment of the condition(s) that is/are the subject of the Research are maximised.

All rights to Resulting IP shall, as between the Parties, vest in the Host Institution.

The Host Institution shall take all necessary steps, including maintaining the confidentiality of the Resulting IP and filing patent applications where relevant, to protect the Resulting IP fully unless Thrombosis UK agrees otherwise in writing.

The Host Institution may use the Resulting IP for its internal academic or research purposes (“Permitted Use").

If so requested by Thrombosis UK, the Host Institution shall meet with Thrombosis UK the Grant-holder and such other persons as may be nominated by Thrombosis UK, to discuss matters relating to any exploitation of the Resulting IP other than the Permitted Use.

Should the Host Institution decide to withdraw or abandon patent or other protection in respect of the Resulting IP, Thrombosis UK shall be entitled to take an assignment of the Resulting IP concerned on reasonable terms and the Host Institution shall give Thrombosis UK no less than three (3) months’ notice of the date upon which such withdrawal or abandonment will take effect to allow sufficient time for the Parties to execute any necessary documents to effectively assign the Resulting IP concerned to Thrombosis UK and enable Thrombosis UK to continue pursuing protection of the Resulting IP concerned.

If the Host Institution fails to protect or exploit the Resulting IP to the reasonable satisfaction of Thrombosis UK, then Thrombosis UK shall have the right, but not the obligation, to protect and / or exploit such Resulting IP itself and be entitled to take an assignment of such Resulting IP on reasonable terms.

The Host Institution shall do, and shall procure that the Research Personnel shall do, all acts required to assist Thrombosis UK to protect or exploit the Resulting IP and/or to assign the Resulting IP to Thrombosis UK.

All revenue received from the commercial exploitation of Resulting IP which was generated without the financial support of a third party, whether such commercial exploitation is effected by the Host Institution or by Thrombosis UK, shall, following the deduction of third party costs directly and exclusively incurred in carrying out the exploitation (including legal, patent and travel costs), be divided equally between the Parties. The Party responsible for exploitation (the “Commercialising Party”) will account to the Thrombosis UK for the relevant revenue share on a quarterly basis, in pounds sterling, to the bank account nominated by such other Party from time to time.

The Commercialising Party will provide the other Party with a quarterly written statement detailing the gross revenue received during that period and a breakdown of all the deductions applied.

In the event that Resulting IP is generated with the financial support of a third party in addition to Thrombosis UK, the Parties and such third party shall meet to agree: (i) who shall be responsible for the commercial exploitation of such Resulting IP; and (ii) a revenue share that reflects the relative contributions of all the parties.

The Host Institution shall keep full and complete financial records documenting all income received from, and third party costs incurred in respect of, any commercialisation of Resulting IP and shall make such records available to Thrombosis UK both during and after the Grant Period for inspection on receipt of reasonable notice and for Thrombosis UK to take copies at Thrombosis UK’s expense.

The Host Institution shall be solely responsible for paying any reward/revenue share due to any person(s) under its internal policies or contractual arrangements in respect of the commercial exploitation of the Resulting IP out of its share of the net revenue that it receives.

The Host Institution shall keep Thrombosis UK fully and promptly informed in writing of any directorships, consultancies or other appointments (whether or not remunerated) that the Grant-holder, Research Personnel and others connected with the Research hold with commercial or other organisations that might have an interest in the Resulting IP; and any gifts of whatever nature in connection with the Research received by or proposed to be made to the Host Institution, Grant-holder, Research Personnel or others connected with the Research (and furthermore shall, to Thrombosis UK’s reasonable satisfaction, ensure that such appointments or gifts do not in any way impinge upon Thrombosis UK’s rights in connection with the Research).

Any sharing of equity between the Host Institution and Thrombosis UK or third parties (which includes shares, loan stock, debenture stock and options in a company) which arises from exploitation of Resulting IP must be agreed in writing with Thrombosis UK.

**Data protection**

The Host Institution shall comply with all Applicable Laws relating to the processing of personal data (“Data Protection Laws”) in connection with its performance of the Grant Contract, including (without limitation) the performance of the Research.

The Host Institution shall be solely responsible for:

* Determining the appropriate legal basis/bases for any processing of personal data it carries out in connection with the Research (“Relevant Processing”)
* Ensuring that it performs its obligations under Grant Contract in accordance with Data Protection Laws and that all Research Personnel perform the tasks allocated to them in accordance with Data Protection Laws
* Providing data subjects with information about the Relevant Processing as required by Data Protection Laws
* Obtaining and recording consent from data subjects to the Relevant Processing where consent is required under Data Protection Laws
* Keeping appropriate records of the Relevant Processing in accordance with the Data Protection Laws
* Putting in place contracts with third parties in relation to the Relevant Processing where required or recommended under Data Protection Laws and ensuring that such contracts contain all provisions required by the Data Protection Laws
* Putting in place appropriate technical and organisational security measures to protect personal data processed in the course of the Relevant Processing

**Confidentiality**

Each Party shall keep secret and confidential all Confidential Information disclosed to it and shall not disclose the same to any person except to the extent necessary to perform its obligations in accordance with the terms of the Grant Contract or as expressly authorised in writing by the disclosing party and shall not use such Confidential Information for any purpose other than performing its obligations in accordance with the terms of the Grant Contract.

The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Confidential Information that:

* at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of the Grant Contract by the receiving party
* is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise
* acquired by the receiving party from the disclosing party under any obligations of confidence
* is at any time after the date of the Grant Contract acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party

The receiving party may disclose Confidential Information of the disclosing party as may be required by Applicable Laws provided that, to the extent practicable and legally permissible in the circumstances, the disclosing party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

**Insurance and indemnity**

The Host Institution shall pay for and maintain or cause to be maintained and shall keep or cause to be kept in all respects in full force and effect, all necessary or appropriate insurances which may from time to time be necessary, prudent or appropriate in connection with the Research, the Research Personnel, the Premises and facilities and equipment used in connection with the Research.

On request, the Host Institution shall provide Thrombosis UK with a copy of such insurance policies.

The Host Institution is responsible for the management, conduct and control of all research work funded by the Grant. Thrombosis UK shall not be liable, except for its obligations to pay the Grant in accordance with the Grant Contract or for death or personal injury arising out of its negligence or for its fraud, to the Host Institution, the Grant-holder or any third party for any matter arising in connection with the Research, use of the Grant by the Host Institution, withdrawal, suspension or repayment of the Grant or the publication of the results of the Research.

The Host Institution shall indemnify and hold harmless Thrombosis UK, its directors, officers, employees and agents (each an “Indemnified Party”) from and against any and all costs, claims, damages, losses, expenses and other liabilities that arise in relation to the Research, the Research Personnel, the Premises and facilities and equipment used in connection with the Research, except to the extent that such costs, claims, damages, losses and expenses arise as a result of the negligence of an Indemnified Party.

**Professional Misconduct and Conflicts of Interest**

The Host Institution shall:

* Operate approved and effective procedures to prevent professional misconduct and to manage conflicts of interest
* Promptly and vigorously investigate any allegations of professional misconduct by any person connected with the Research that may arise, during or as a result of the Research and keep Thrombosis UK fully informed of progress and the outcome
* If Publications have been produced where academic fraud has been established, ensure that appropriate errata and/or retractions are promptly published and that Thrombosis UK is notified of all such actions.

Thrombosis UK may suspend payment of the Grant in the event of the suspension of Research Personnel paid from the Grant while the investigations continue.

**Gifts**

Thrombosis UK shall have absolute right to any bequest, donation or other gift to or made in the name of Thrombosis UK and such right shall extend beyond the term of the Research and Grant Contract without time limitation.

**Duration and termination**

The Grant Contract shall come into effect on the date that the Award Letter is signed on behalf of the Host Institution and continue in effect until the end of the Grant Period or for so long as any Grant monies remain unspent by the Host Institution, whichever is later.

Thrombosis UK may terminate the Grant Contract and its obligations to pay the Grant at any time for any reason by giving three (3) months’ written notice to the Host Institution.

Thrombosis UK may terminate the Grant Contract and its obligations to pay the Grant with immediate effect by giving written notice to the Host Institution if the Host Institution, Grant-holder, Research Personnel or any other person connected with the Research commits a material breach of the Grant Contract and (if capable of remedy) the breach is not remedied by the Host Institution within 30 days of a written request by Thrombosis UK to do so.

The Grant Contract shall not create any partnership or joint venture between the Parties, nor any relationship of principal and agent, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

**Notices**

If a notice is to be given under the Grant Contract, it must be in writing and delivered personally, sent by first class recorded delivery post or by email to the recipient at the address set out in the Award Letter or otherwise notified for that purpose in writing.

**Governing law and jurisdiction**

The validity, construction and performance of the Grant Contract shall be governed by and construed in accordance with the law of England and Wales. All disputes, claims or proceedings between the Parties relating to the validity, construction or performance of the Grant Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

The successful applicant will receive an award letter that will form the basis of an agreement between Thrombosis UK and the Host Institution, as well as setting out agreed milestones or further terms as relevant to the proposed project.

For more information, contact jo@thrombosisuk.org