

Themed Fellowship Award Conditions

How these conditions apply

This document sets out the standard conditions (“Conditions”) that apply to the award of themed research fellowships from THIS Institute effective from 1st May 2020.

Where an application for a fellowship award is successful, the award (“Award”) will be made to the applicant’s employing/host organisation (“Recipient”) on the basis of (i) the Conditions and (ii) an award letter incorporating details of the fellowship grant (“Award Letter”). Acceptance and countersignature of the Award Letter by an authorised representative of the Recipient will constitute a legally binding agreement between the Recipient and the Chancellor, Masters & Scholars of the University of Cambridge, acting through THIS Institute (“Funder”).

The Funder reserves the right to update and amend the Conditions at any time. Any amendments will be published online on THIS Institute’s website and Conditions as amended will apply to the Award.

For the avoidance of doubt, fellowships awarded under THIS Institute’s main fellowship programme (non-themed) shall be governed by separate agreements between the Funder and the organisations concerned.

Any enquiries relating to the Conditions should be directed to fellowships@thisinstitute.cam.ac.uk

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1 Definitions

The definitions in *Schedule 1* apply.

2 Provision of Award for specified purposes

2.1 Purposes of Award

The Funder shall provide the Award as grant-funding to the Recipient for the purposes set out in the Application Guidance in support of the Research Fellow's work on the Project.

2.2 Funder's use of Project Outputs

The Funder's reserved supplementary right to make use of the intellectual property rights in Project Outputs is set out in Condition 7.

2.3 Transfer of award

The Award is particular to the Research Fellow and the Recipient may not transfer the Award to another individual or organisation without the prior written consent of the Funder. In the event that the Research Fellow moves to an eligible new organisation during the Award Period and intends to continue work on the Project at that organisation, the Recipient shall provide timely advance notification to the Funder, so that appropriate transfer arrangements can be discussed in good faith.

3 Conduct of the Project

3.1 Standard of delivery

It shall be a Condition of the Award that the Research Fellow's work on the Project shall be completed:

- 3.1.1 in accordance with all legal requirements applicable to the Project (including particularly all applicable legal obligations relating to data protection, health and safety, ethical approval, insurance, employment, clinical practice and confidentiality) and all codes of practice applicable to the Recipient, as further set out in Condition 3.2;
- 3.1.2 with the diligence, care, skill, application and precision to be reasonably expected of a competent research provider of projects such as the Project;

3.1.3 in accordance with all organisational policies and procedures of the Recipient; and

3.1.4 in collaboration with a senior researcher (or researchers) at THIS Institute, as further set out in the section 2 (Fellowship award) of the fellowship brief.

3.2 Research governance and ethics

If applicable to the Research Fellow's work on the Project, the following arrangements for research governance and ethics shall apply:

3.2.1 The Recipient must ensure that the requirements of the UK Policy Framework for Health and Social Care Research (the "Policy Framework") or equivalent are met. Where it also accepts the responsibilities of a Sponsor (as defined in the Policy Framework), it must also ensure that the requirements for Sponsors are met.

3.2.2 The Recipient is responsible for managing and monitoring the conduct of medical and health research in a manner consistent with the Policy Framework or equivalent. There must be effective and verifiable systems in place for obtaining relevant ethical approvals, managing research quality, progress and the safety and well-being of patients and other research participants. These systems must promote and maintain the relevant codes of practice and all relevant statutory review, authorisation and reporting requirements.

3.2.3 The Recipient is responsible for ensuring that research involving human participants or data that falls outside the Policy Framework (or equivalent) should have appropriate arrangements in place for independent ethics review where appropriate.

3.2.4 Significant developments must be assessed by the Recipient as the research proceeds, especially those that affect safety and well-being, which should be reported promptly to the appropriate authorities and to the Funder. The Recipient must in consultation with the Funder take appropriate and timely action when significant problems are identified, which may include temporarily suspending or terminating the research.

3.3 Professional development and mentoring

The Research Fellow shall be offered and expected to fully engage in a professional development programme customised to the specifics of the Research Fellow's needs, commitments, and fellowship duration. The Research Fellow is also expected to participate in a mentoring scheme facilitated by THIS Institute, as a mentee (with a mentor from a different institution) and potentially as a mentor to researchers holding THIS Institute PhD fellowships.

3.4 Participation in THIS Space

The Research Fellow shall be offered an opportunity to participate in THIS Space, an interdisciplinary and intergenerational learning community, convened by THIS Institute and centred on the study of improvement in healthcare.

4 Payment of Award

4.1 Budget

The Funder shall pay to the Recipient the Award according to the Budget set out in the Award Letter, which is or will be organised into four categories as follows:

- (A) staff costs
- (B) travel, subsistence & conference-related costs
- (C) dissemination costs (including open access publications)
- (D) consumables & other direct project costs

4.2 Use of funds

During the Award Period, the Recipient is entitled to transfer funds between budget categories A, B, C & D, provided that (i) any category is not overspent by more than GBP £5,000, and (ii) variances are noted and an explanation provided in accordance with Condition 4.4.2. Any transfer of funds that falls outside of these limits shall not be applied without the Recipient obtaining advance written permission from the Funder's Finance Coordinator (e-mail: finance@thisinstitute.cam.ac.uk).

4.3 Invoicing and payment

The Recipient shall invoice the Funder quarterly in arrears for actual expenditure, at the end of each calendar quarter, for which the following shall apply:

- 4.3.1 To accompany each invoice, the Recipient shall submit a quarterly financial report detailing the expenditure incurred against the budget categories (A)-(D) for the most recent calendar quarter.
- 4.3.2 The Recipient shall submit each invoice and associated financial report in the two week period following the end of the relevant calendar quarter;
- 4.3.3 Each invoice should quote the Award Reference and be sent to: Finance Coordinator, THIS Institute (The Healthcare Improvement Studies Institute), University of Cambridge, Cambridge Biomedical Campus, Clifford Allbutt Building, Cambridge CB2 0AH (e-mail: finance@thisinstitute.cam.ac.uk); and

4.3.4 Each associated financial report shall be submitted via the Funder's online grant management system according to the procedure provided by the Funder's Primary Contact; and

4.3.5 The Funder shall make payment into the Recipient's designated bank account within 30 days of receipt of each invoice.

4.4 Financial records

The Recipient shall keep and maintain complete and accurate financial records demonstrating appropriate application of the Award, including all relevant evidentiary documentation, such as receipts and invoices; additionally the following shall apply:

4.4.1 Throughout the Award Period and for a period of six (6) years thereafter, the Recipient shall retain such financial records and make them available to the Funder and permit the Funder to take copies of records at the Funder's reasonable request;

4.4.2 At the Funder's request, the Recipient shall provide an consolidated end-of-award report of all expenditure against the Budget with any variances noted and an explanation provided; and

4.4.3 During the Award Period and for six months thereafter, the Recipient shall allow the Funder's Finance Coordinator and any other notified authorised officers to conduct an audit of these financial records at any reasonable time on reasonable prior notice.

5 Operational management

5.1 Liaison

5.1.1 Each Party shall appoint a primary contact through which any enquires and operational matters related to Award shall be managed ("Primary Contact"). The Funder's Primary Contact is the Fellowship and Operations Manager at THIS Institute; e-mail: fellowships@thisinstitute.cam.ac.uk. The Recipient's Primary Contact shall be named in the Award Letter and the Recipient shall provide timely notification if its Primary Contact changes during the Award Period.

5.1.2 If any dispute arises in connection with this Award Agreement the Parties will first attempt to resolve the matter informally through the Primary Contacts and then if necessary through senior representatives of each Party who are not directly involved with the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing, they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

5.2 Monitoring and evaluation

5.2.1 The Recipient shall allow the Funder's Primary Contact and other notified authorised officers to observe, monitor and inspect delivery of the Research Fellow's work on the Project at any reasonable time on reasonable prior notice.

5.2.2 The Funder may require external evaluation of any aspect of the Research Fellow's work on the Project and the Project Outputs, including but not limited to the purpose of satisfying its obligations to the Health Foundation for monitoring and auditing of THIS Institute's expenditure and reporting progress towards THIS Institute's strategic goals. The Recipient shall comply with all reasonable requirements of the Funder and any external evaluator appointed by the Funder in respect of any such evaluation.

5.3 Reporting and records

5.3.1 The Recipient shall inform the Funder immediately of any factor that will or may materially affect and/or change the Research Fellow's work on the Project and its intended purpose and outcomes, as presented to the Funder.

5.3.2 The Recipient shall inform the Funder immediately of any potential or actual conflict of interest arising in relation to the delivery of the Research Fellow's work on the Project.

5.3.3 The Recipient shall keep and maintain reasonable, full and accurate records of all key and significant activities undertaken, data collected, and material produced under the Research Fellow's work on the Project. Throughout the Award Period and for a period of six (6) years thereafter, the Recipient shall retain such records and make them available to the Funder and permit the Funder to take copies of records at the Funder's reasonable request. Without limitation, this provision shall apply to documents related to ethical approval of the Project (if applicable), for the purpose of the Funder complying with its auditing and reporting obligations to the appropriate authorities and to the Health Foundation.

5.3.4 The Recipient shall ensure that the Research Fellow submits reports to THIS Institute as set out in the Application Guidance and as otherwise reasonably requested, to include:

- (A) A final research report endorsed by the Research Fellow's departmental supervisor including background, methods, results, and discussion
- (B) Interim reports endorsed by the Research Fellow's departmental supervisor against project milestones on a timescale agreed at the outset of the project.
- (C) Information on the Research Fellow's publications, presentations, engagement activities and other outputs of the fellowship, with details to be uploaded by the Research Fellow to the Researchfish impact assessment platform; and
- (D) A reflection on personal development, including evidence of expanded networks and enhanced academic leadership.

6 Communications and publications

6.1 Branding

The Recipient and Research Fellow shall adopt THIS Institute branding in all external communications and media related to the Award, including in presentations, publications, academic articles, websites or videos, and also in internal communications where it is practical and relevant to do so. For these purposes, THIS Institute's Communications & Engagement team will provide a set of branding resources, core messages and acknowledgements.

6.2 Research Fellow contributions

In support of the Funder's communications and public engagement programme, the Research Fellow shall be expected to contribute to one or more communications initiatives, such as a blog post or similar, in collaboration with THIS Institute's Communications & Engagement team, who will provide coaching or other support as reasonably required.

6.3 Funder communications

Funder may, at its discretion, publish and publicise the fact, nature and amount of the Award made to the Recipient.

6.4 Academic publications

The Recipient shall, as reasonably required by the Funder, and where applicable in collaboration with the Funder, make publicly useful results of the Research Fellow's work on the Project publicly available as academic publications, for which the following shall apply:

6.4.1 The Recipient shall use the Funder's corporate logo (where permitted by the publisher) along with the following text as an acknowledgement of the Award:

“XXX [project name]’ or ‘this project’ is supported by the Health Foundation’s grant to the University of Cambridge for The Healthcare Improvement Studies Institute”; or

the short version (only to be used in copy when space is restricted):

“Funded by The Healthcare Improvement Studies Institute”

6.4.2 Subject to reasonable consultation with the Funder, the Recipient may determine if and how the publicly useful results will be published and publicised. Where this involves a peer-reviewed scientific article, an editorial commentary or other type of academic publication, the Recipient shall (i) include an acknowledgement of the Funder as set out in Condition 6.4.1, (ii) send a copy of the final manuscript to the Funder upon acceptance by the publisher (iii) provide full bibliographic information within 30 days of

publication, and (iv) ensure that the publication is made available on an open access repository (so-called “green” open access), and where there is provision in the Budget shall make the final published version open access via the journal website without any embargo period with a licence intended to maximise re-use, such as CC-BY (“gold” open access).

7 Intellectual property rights

7.1 Scope

Under the Conditions "Work" means the research (and all related preparatory and working data, documentation and materials) produced by the Recipient with the support of the Award, in which rights to Intellectual Property, possibly incorporating licensed rights to third-party Intellectual Property, will, or may, subsist or arise ("Work IP Rights").

7.2 Recipient's rights and obligations

- 7.2.1 The Work is intended to be used by the Recipient for its public benefit purposes consistent with the strategic objectives of THIS Institute. The mutual intention, under this Agreement, is that all Work IP Rights will (subject to Condition 7.4) be retained, owned and used by the Recipient for public benefit, and for this purpose the Recipient shall ensure that it secures ownership of such Work IP Rights from its employees including the Research Fellow.
- 7.2.2 The Recipient should notify the Funder promptly in writing when significant Work IP Rights arise and take reasonable steps to ensure that such Work IP Rights are appropriately protected and not published or otherwise disclosed publicly prior to protection (whilst at the same time ensuring that potential delays in publication are minimised).
- 7.2.3 The Recipient is responsible for the costs of protecting the Work IP Rights to the extent that it is reasonable for the Recipient to do given its use of Work IP Rights under Condition 7.2.1.

7.3 Funder's rights

- 7.3.1 The Recipient hereby grants the Funder an irrevocable, non-exclusive royalty-free licence to all Work IP Rights that it owns pursuant to Condition 7.2.1, for the specific purpose of enabling the Funder to implement the delivery programme of THIS Institute for public benefit, and thereby fulfil its obligations to the Health Foundation. Such license will include the right to sublicense to NHS and other not-for-profit organisations working within the UK health care system, to the extent required for such delivery programme.
- 7.3.2 If performance of the Research Fellow's work on the Project requires access to background Intellectual Property of the Recipient, including but not limited to background

Intellectual Property to which the Research Fellow has contributed, the Recipient shall facilitate such access provided that it is free to do so subject to third party rights. The Recipient shall make reasonable and timely efforts to notify the Funder of any restrictions applying to the use of such background Intellectual Property in the Project.

7.3.3 If Funder's use of Work IP Rights pursuant to Condition 7.3.1 requires access to background Intellectual Property of the Recipient, the Recipient shall not unreasonably refuse to grant or delay granting a supplementary licence to the Funder to facilitate such access on fair and reasonable terms, provided that it is free to do so subject to third party rights.

7.4 Commercial use

Any commercial, revenue-generating use of the Work and Work IP Rights must be agreed in writing by the Parties in consultation with the Health Foundation.

8 Term and termination

8.1 Term

Subject to Conditions 8.2 and 8.3, the Award will be provided for the Award Period.

8.2 Suspension of Award

The Funder may suspend Award payments, or withdraw the Award and/or require clawback repayment of any Award payments that the Recipient has not properly applied, immediately by written notice if the Recipient:

8.2.1 has committed a serious Breach of the Conditions;

8.2.2 has repeated a Breach of the Conditions, or committed a series of Breaches, which as a result of the repetition, or cumulatively, amount to a serious Breach of the Conditions; and

8.2.3 has not remedied such Breach or Breaches of the Conditions in accordance with the required action and timescale contained in a Breach Notice served on the Recipient through its Primary Contact;

provided that the value of any such suspension, withdrawal or clawback is proportionate to the relevant Breach or Breaches and the Parties make reasonable efforts in good faith to agree conditions and a timeframe for reinstatement of the relevant Award payments.

8.3 Termination

8.3.1 In the event that the Recipient suffers an Insolvency Event, the Funder shall have the right to terminate the Award immediately by written notice to the Recipient, provided that in such circumstances the Funder will reimburse the Recipient for expenditure properly incurred under the Award up to the termination date.

8.3.2 The Award is provided on the expectation that the Research Fellow will commit to the fellowship for the whole Award Period and will complete the Project within the Award Period. In the event however that due to unforeseen circumstances the Research Fellow is unwilling to continue the Project or is prevented from doing so through illness or injury, the Recipient shall notify the Funder in writing, through Primary Contacts, within seven days of becoming aware of either such situation. The Parties shall then discuss in good faith in order to ascertain whether the Project or its progress will be jeopardised and if so to determine close-out arrangements, including, if appropriate, termination of the Award.

9 Insurance, Liability and Indemnity

9.1 Recipient insurance obligations

The Recipient shall take out and maintain with reputable insurers policies of insurance on the for Project and to ensure accountability for the Research Fellow's work on the Project, including public liability insurance, professional liability insurance, and if applicable human volunteers studies insurance, and shall provide the Funder on reasonable request with copies of the insurance policies or other appropriate evidence that they are in force.

9.2 Liability

9.2.1 Notwithstanding anything to the contrary in the Conditions, and subject to Condition 9.3, each Party's total liability to the other in connection with the Award shall be limited to the Award Amount.

9.2.2 Each Party's liability to the other in connection with the Award shall exclude all actions, costs, claims, losses and demands for consequential or indirect losses.

9.2.3 Nothing in the Conditions limits or excludes either Party's liability for death or personal injury resulting from negligence, any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

9.3 Indemnity

The Recipient will indemnify (and keep indemnified) the Funder from and against all actions, costs, claims, losses and demands arising as a result of any wilful breach of Conditions by the Recipient or the Recipient's negligence or breach of statutory duty, which as a consequence results in a claim against the Funder by the Health Foundation. This indemnity shall survive expiry or termination of the Award Period for 5 years.

9.4 Disclaimer of Warranty

The Recipient does not provide any warranty that the outcomes of the Research Fellow's work on the Project will be fit for any particular purpose, or will not constitute or result in infringement of third-party rights.

10 Compliance and governing law

10.1 Applicable laws

The Parties shall procure that in carrying out activities in connection with the Award, they will comply with all applicable laws, regulations and statutes, including those relating to modern slavery and anti-bribery.

10.2 Governing law

The Conditions shall be interpreted in accordance with English Law and the English Courts shall have exclusive jurisdiction.

Schedule 1

Definitions

In the Conditions the following terms have the following meanings:

<i>"Application Guidance"</i>	the guidance document for themed fellowships made available to applicants on THIS Institute's website;
<i>"Award"</i>	the award provided by the Funder to the Recipient as grant funding for the Research Fellow's work on the Project;
<i>"Award Letter"</i>	as defined on the title page;
<i>"Award Period"</i>	the award period specified in the Award Letter;
<i>"Award Reference"</i>	the unique reference for the Award specified in the Award Letter;
<i>"Breach"</i>	a failure by the Recipient to fulfil any of the Conditions;
<i>"Breach Notice"</i>	a written notice specifying: <ul style="list-style-type: none"> • a Breach of the Conditions • the remedial action required and • the time within such action must be taken;
<i>"Budget"</i>	the budget for the Award as set out in the Award Letter;
<i>"Conditions"</i>	as defined on the title page;
<i>"Funder"</i>	as defined on the title page;
<i>"Insolvency Event"</i>	the calling of any meeting of a Party's creditors; the appointment of any receiver, administrator, or administrative receiver over all or any part of its assets or undertaking; the suspension or cessation of its business; any threat to suspend or cease its business; the making of a winding-up order; the convening of a meeting to pass a winding-up resolution; or it entering into liquidation;
<i>"Intellectual Property"</i>	intellectual property of any description including but not limited to all inventions, designs, information,

	specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, and applications for any of the above;
<i>"Party/Parties"</i>	the Funder and/or Recipient, as the context applies;
<i>"Policy Framework"</i>	as defined in Condition 3.2.1;
<i>"Primary Contact"</i>	as defined in Condition 5.1.1;
<i>"Project"</i>	the Project to which the Research Fellow is contributing, according to the research proposal submitted in the application for the Award;
<i>"Project Outputs"</i>	the primary outputs supported under this Award Agreement in relation to the Project;
<i>"Recipient"</i>	as defined on the title page;
<i>"Research Fellow"</i>	the post-doctoral scientist or other individual who is the named recipient of the Award;
<i>"The Health Foundation"</i>	an independent UK charity registered under charity number 286967, who are the primary funders of THIS Institute;
<i>"THIS Space"</i>	an academic network for improvement studies managed and coordinated by THIS Institute, providing opportunities for researchers to develop the habits, knowledge and skills necessary for the systematic study of improvement, and also serving as a professional learning community allowing researchers from a wide range of disciplines to work together to meet the needs of the NHS;
<i>"Work"</i>	as defined in Condition 7.1;
<i>"Work IP Rights"</i>	as defined in Condition 7.1.

Document version log

Version number	Date of change(s)	Description of changes
1.0	N/A	N/A
2.0	2020-10-15	<p>On page 1, in 4th paragraph, to clarify where separate agreements apply</p> <p>In 2.3 “<i>an eligible new organisation</i>” in reference to non-University organisations, if applicable</p> <p>In 5.3.4 clarification of requirements for submission of reports</p>
3.0	2021-10-20	<p>In 3.1 a new sub-clause 3.1.4 to set out an additional requirement for Conduct of the Project</p> <p>In 3.3 a requirement to participate in a mentoring scheme</p> <p>In 3.4 clarification of arrangements to participate in THIS Space</p> <p>In 5.3.4(C) clarification that submissions to Researchfish are required</p> <p>In 8.3.2, setting out the expectation of full commitment to the fellowship</p>