

A large, stylized graphic element consisting of a central orange triangle pointing to the right, surrounded by a white border. The background is white with faint orange lines forming a grid-like pattern. The text "Research Grant Awards Conditions and Policies" is centered within the triangle.

**Research Grant Awards  
Conditions and Policies**

Together with the Award Letter, this document sets out the terms and conditions by which the Award is made by the Society.

December 2020

**Let's stop MS together**

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## 1. Multiple Sclerosis Society Award Conditions

The Recipient must comply, and ensure that the Award Holders and other Research Personnel are made aware of and comply, with these Award Conditions.

### 1. Definitions

1. **Annual Report** means a form on which the Recipient reports on the Research as set out in clause 6.1.
2. **Application** means the application submitted by the Award Holder(s) and accepted for funding by the Society.
3. **Arising Intellectual Property** means any and all Know-How, Materials and Intellectual Property Rights created or developed in the course of the Research or otherwise with the use of the Award.
4. **Award** means the award of funds described in the Award Letter.
5. **Award Holder(s)** means the individual(s) performing or supervising the Research.
6. **Award Letter** means the letter from the Society to the Recipient specifying the amount of the Award made.
7. **Award Period** means the period of the Award set out in the Award Letter.
8. **Co-applicant(s)** means the individual(s) listed as co-applicants on the Application.
9. **Directly Allocated Costs** means the costs of resources for research projects that are shared by other activities and based on estimates (e.g. principal and co-applicant costs, estates costs), not actual costs on a project-by-project basis.
10. **Directly Incurred Costs** means any cost that is explicitly identifiable as directly arising from the conduct of a research project and would *only* be incurred if the project were to go ahead.
11. **Final Report** means a form on which the Recipient reports on the Research as set out in clause 6.2.
12. **Indirect Costs** means the non-specific costs necessary for underpinning research projects charged by host institutions across all research that are based on estimates and cannot be allocated to individual projects (eg HR and finance services, library costs).
13. **Intellectual Property Rights** means any and all patents, patent rights and patent applications, licenses, copyright (including rights in software whether in human or machine readable form), database rights, designs (whether registered or not), trade marks (whether registered or not) and any other similar rights of whatever nature that exist or come into existence in any jurisdiction.
14. **Know-How** means unpatented technical and other information which is not in the public domain regardless of how such information is collected or recorded, including inventions, discoveries, trade secrets, data, formulae, chemical structures, antibody sequences, methods, algorithms, models, research plans, procedures, results of experimentation and testing (including results of research or development), processes (including manufacturing processes, specifications and techniques), analytical and quality data, data analyses and reports.
15. **Materials** means biological and chemical materials.
16. **Policy(ies)** means the Charity's: (i) Administration of Research Grants Policy for Award Recipients; (ii) Intellectual Property Policy for Award

Recipients; (iii) Revenue Sharing Policy for Award Recipients; and/or (iv) Public Access to Research Policy for Award Recipients as may be amended by the Charity from time-to-time. For convenience only, a copy of each Policy has been attached to the Award Conditions.

17. **Principal Award Holder** means the individual listed as the lead applicant on the Application.
18. **Recipient** means the university, institution, research council or other body at which some or all of the Research will be carried out or which employs the Award Holder(s).
19. **Research** means the activities set out in the Application and which will be funded by the Award as outlined in the Award Letter.
20. **Research Personnel** means the Award Holders and other personnel (including staff, students, visiting fellows and subcontractors) involved in performance of the Research.
21. **Society** means the Multiple Sclerosis Society, registered charity numbers 1139257 / SC041990. Registered as a limited company in England and Wales 07451571

## 2. Employment

1. The Society does not act as an employer with respect to the Award. The Recipient is solely responsible for all costs, taxes and expenses incurred by or in respect of all employees, staff, contractors, student or others engaged in performing the research.
2. In all cases where support is provided on the Award for the employment of staff, the Recipient shall issue a contract of employment to such staff that is in compliance with relevant laws and regulations.
3. The Award is based on the budget figures and forecasts outlined in the Award Letter. The Society will not make any further payments or increase the value of the Award to reflect any increase in costs. Any such increase is the sole responsibility of the Recipient.

## 3. Scientific Integrity

1. The Recipient shall ensure that the Award Holders conduct the Research according to the highest standards of the research community and avoid any actual or perceived conflict of interest.
2. The Recipient must have in place adequate formal written procedures for the handling of allegations of misconduct. The Recipient shall provide copies of such procedures to the Society on request and shall promptly amend or revise such procedures to take account of the reasonable requirements of the Society.

## 4. Conduct of Research

1. The Recipient must ensure that, before the Research commences and throughout the full Award Period, all the necessary legal and regulatory requirements relating to the conduct of the Research and the facilities used for the Research are met, and all the necessary licences and approvals have been obtained. The Recipient accepts full responsibility for ensuring that all such requirements are met, and all such licences and approvals are in place at all relevant periods of the Award. Where any element of the Research is to be conducted outside the Recipient's host country, such legal and regulatory requirements, and such licences and approvals should include those applicable in the additional countries involved.

1. It is the responsibility of the Recipient and Principal Award Holder to ensure that all parties involved in the Research, including Co-applicants and other Research Personnel comply with the Award Conditions.
  2. It is the responsibility of the Principal Award Holder and the Recipient to ensure the conduct of all Research work adheres to the Data Protection Act 2018 (and any subsequent legislation and guidance) and to take all appropriate safeguards with data, in line with the policies of the Recipient, or applicable law, which ever provides the highest level of data subject rights.
  2. Any element of the Research that is conducted outside the United Kingdom must, as a minimum standard, be conducted in accordance with the principles of relevant English legislation current at the time of the activity as well as being compliant with all relevant legislation, regulation, guidelines and jurisdictions for that country. The Recipient shall ensure that, at all relevant times during the performance of the Research, it has obtained any necessary or appropriate ethical approval for the Research and has obtained a sponsor for the Research where appropriate. For the avoidance of doubt, the Society will not act as sponsor.
  3. The Recipient (or the Award Holders if appropriate) must inform the Society without delay:
    1. of any change to the status of the Recipient or the Award Holders which might affect their ability to perform the Research or to comply with these Award Conditions;
    2. of any significant alteration to or divergence from the original aims and directions of the Research;
    3. if the Principal Award Holder transfers to an alternative research institution.
  4. Any Research procedure that involves the removal/collection, retention and disposal of human organs and tissue from live donors or at post-mortem and which is covered in either case by the Human Tissue Act 2004 for England, Wales and Northern Ireland or the Human Tissue (Scotland) Act 2006 (and any subsequent relevant acts respectively) must be carried out in accordance with the guidance issued by the Human Tissue Authority, Human Fertilisation and Embryo Authority (or their successors) and the Department of Health.
  5. The Recipient, Award Holder and Research Personnel must ensure all Research procedures involving animals is fully compliant with current Home Office legislation.
  6. Any Research using animals must:
    1. use animals only where there are no alternatives;
    2. use the simplest possible, or least sentient, species of animal;
    3. ensure that distress and suffering are avoided wherever possible; and,
    4. employ an appropriate design and use the minimum number of animals consistent with ensuring that the scientific objectives will be met.
- See the [NC3Rs website](#) for further information and guidance.
7. The Award must not be used for any research on animals which has not been set out in the Application or otherwise subsequently approved by the Society.

8. All Research Personnel using animals in the Research must implement the principles detailed in the cross-funder guidance Responsibility in the Use of Animals in Bioscience Research.
9. All Research Personnel using cell culture in the Research must incorporate a specific cell line authentication protocol into their experimental framework, following the best practice for cell culture procedures.
10. All Researcher Personnel are expected to follow the principles and guidelines set out in MRC's Good Research Practice when undertaking the Research.

## 5. Audit

1. The control of expenditure to be funded under the Award must be governed by the normal standards and procedures of the Recipient and must be covered by any formal audit arrangements that exist in the Recipient.
2. The Society shall have the right to require from the Recipient, at any time, any financial information in respect of the Award or the activities it funds; and/or to ask for confirmation from the external auditors of the Recipient, that the external auditors have signed their opinion on the annual accounts of the Recipient without qualification; and the management letter from the auditors raises no matters that did or could significantly affect the administration of funds awarded by the Society. If the auditors have raised any such matters in their management letter, the Society may require the Recipient to provide it with relevant extracts from the letter.
3. The Recipient must provide access to accounting and all other records relating to the Award and the activities funded by it for auditors and other personnel from or appointed by the Society at any time (at the Society's expense), if requested. Such access must include the right to inspect any equipment or facilities acquired or funded under the Award. Where elements of expenditure under the Award have been subcontracted, the Recipient must ensure that the Society's right of access extends to the accounts, records, equipment and facilities of any such subcontractor.
4. The Society shall have the right, at its discretion and expense, 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 Recipient to administer the Award at any time.
5. The Society may, during business hours, visit any premises where the Research is conducted to inspect the facilities and to discuss progress of the Research.

## 6. Reporting and Use of Information

1. The Recipient shall:
  1. submit an Annual Report (which shall be countersigned by the Principal Award Holder) within 90 days following the Award anniversary date (unless indicated otherwise in the Award Letter or as may be otherwise required by the Society) during the Award Period and,
  2. submit a Final Report (which must be countersigned by the Principal Award Holder) within 90 days of the end of the Award Period (as defined by the Award Letter or the date of earlier termination of the Award pursuant to clause 13) or as otherwise required by the Society.

2. Should an Annual Report or the Final Report not be received by the Society within 90 days of the due date, the Principal Award Holder is ineligible to apply for any other Society funding until the report is received in full.
3. The Society reserves the right to request more frequent progress reports in certain cases and the Recipient shall ensure the Principal Award Holder shall comply with such requests.
4. The Recipient is advised that all reports submitted to the Society under clause 6.1 are subject to review by the Society (and may be subject to review by non-conflicted members of our grant review panel) for confirmation that satisfactory progress has been made during the review period.
  1. In the case of Annual Reports, release of the next 12 months of funding is subject to this review and approval.
  2. If sufficient progress is not demonstrated in an Annual Report, as assessed by the Society, the Society may request a meeting with the Principal Award Holder to discuss the reasons for the lack of progress.
  3. The Society will determine any necessary changes to the Award and the Award Holders shall comply with such changes.
5. The Recipient shall submit an up-to-date financial spend report on request by the Society. Payment of all invoices is dependent on submission of a satisfactory Annual Reports or Final Report within the due date.
6. The Recipient shall ensure the Principal Award Holder submits non-confidential lay versions of any reports relating to the progress of the Research.
  1. Lay versions should use straightforward, simple, everyday language. Further information on how to write for a lay audience is available from the Society.
  2. If lay versions are not, in the reasonable opinion of the Society, appropriate for a lay audience the Principal Award Holder must make necessary amendments to the report.
  3. Payment on the Award is conditional on satisfactory lay versions of reports being submitted to the Society – see clause 1.7.6.2 of the Award Conditions.
7. If the Principal Award Holder or the Recipient designates any of the information submitted under clause 6.1.1 or 6.1.2 as confidential, unless legally required to do so the Society shall keep it confidential until the Principal Award Holder or the Recipient advises the Society that it is no longer confidential or until it is in the public domain, whichever is earlier.
8. Selected information on the Award, including the Award reference, Principal Award Holder's name, Recipient name, Award title, lay and scientific abstracts, duration and value of support will be placed in the public domain on the Society's website and/or used by the Society in publications, marketing and other promotions. The above details will also be published on the Europe PubMed Central website (also see the Society's Public Access to Research Policy, 4.2.3 and 4.4.1 below)
9. It is a requirement of the Society's membership of the Association of Medical Research Charities (AMRC) that the Society submits to AMRC the following information on the Award: Award reference, Principal Award Holder's name, Recipient name, Award title, Award start and end dates, lay and scientific abstracts, value of support, Award type (i.e. project

- grant, studentship, etc.), whether the Award involves the use of animals and if so what species.
10. In order that Award Holders are eligible to publish on AMRC Open Research (also see the Society's Public Access to Research Policy, 4.2.4 and 4.4.1 below), the Society will provide AMRC Open Research with the following information: Award reference, Award Holder name and email address, and Recipient name.
  11. If the Society informs the Recipient that it has authorised another organisation (including but not limited to the Society's advisor in relation to IP matters) to receive information or make requests on its behalf then the Recipient shall ensure the Principal Award Holder provides such information in the same way that he/she would if directly requested by the Society. The Society confirms that it will ensure any such third-party organisation authorised by the Charity is engaged by the Charity under suitable terms that protects the ability to protect and exploit Arising Intellectual Property of Arising Intellectual Property in accordance with clause 1.11.

## **7. Administration of the Award**

1. The Recipient must comply, and must ensure that the Award Holders and other Research Personnel are made aware of, and comply with the Society's Administration of Research Grants Policy for Award Recipients (section 2).
2. Payment of the Award will be made quarterly in arrears in accordance with the terms of the Award Letter and the Award Conditions.
3. No payment will be made until the Recipient has:
  1. formally accepted the Award Conditions by countersigning and returning the Award Letter to the Society; and
  2. provided the Society with: (i) the Commencement Notice; (ii) confirmation that all legal and regulatory authorisations or approvals, plus all necessary insurance and other requirements necessary for the performance of the Research are in place; (iii) the completed Details of Staff form; and (iv) any other documentation required by the Society.
3. The Recipient must ensure that sufficient resources are dedicated to support the Research, including the required Directly Allocated Costs and Indirect Costs.
4. Unless otherwise agreed, the Recipient shall ensure the Award Holders commence the Research within 90 days of the date of the Award Letter. If the Recipient does not provide the documentation listed at clause 1.7.3 above and/or commence the Research within 90 days of the date of the Award Letter, the Society may withdraw the offer of the Award and will be under no obligation, financial or otherwise, to the Recipient in relation to the Application.
5. No Award funds will be released before the Society receives the Recipient's invoice in the agreed format, at the agreed time and accompanied by the required information. Further information on format is in clause 2.4 of the Multiple Sclerosis Society Administration of Research Grants Policy for Award Recipients; Reimbursement of research costs, below.
6. Payment of the Award funds is only guaranteed for the first year of the Research. Subsequent payments are conditional on:
  1. availability of the required funds to the Society; and

2. the Society's receipt, review and approval of Annual Reports. The Society reserves the right to withhold payment of further invoices if the Principal Award Holder does not submit satisfactory reports on time.
7. Payments made by the Society under the Award must be applied exclusively in support of the Research. The Society will only reimburse Directly Incurred Costs relating to the Research. The Society does not pay Directly Allocated Costs or Indirect Costs. Award funds may not be vired between budgets or applied to other research projects without the prior written consent of the Society. Any surplus will be retained by or returned to the Society.
8. The Society will not be responsible for any costs not agreed in the budget forecast set out in the Award Letter. The Society will not be responsible for any increase in the costs of the Research (whether caused by increased consumables costs, increased personnel costs or otherwise) and the Society will not increase the Award to reflect increased research costs.
9. The Recipient must not accept any donations directly from the Society's local groups or from donors met through the Society. Any approaches for direct donation from donors linked to or met through the Society should be disclosed promptly. Any amount received by the Recipient from such donors will be deducted from the overall Award value. Where the Recipient holds multiple awards from the Society, the Society will select the award(s) from which the donation will be deducted.

## **8. Equipment**

1. Funds for equipment are awarded on the understanding that only those items specified in the Application may be purchased. Should any of these items be purchased using alternative sources of funding, it is not possible to re-allocate the monies for a specified item to another piece of equipment without first obtaining permission from the Society to vire the funds.
2. The Recipient must ensure that it has in place clearly defined procedures for the procurement of equipment and that equipment funded by the Award is acquired by the Recipient using these procedures. The Society will not accept any liability to pay VAT due to any failure of the Recipient to claim relief on qualifying equipment.
3. The Recipient is responsible for all costs of installation, maintenance, repairs, insurance etc of equipment purchased as part of the Award.
4. The Recipient must ensure that equipment purchased with the Award is appropriately insured and maintained, at the Recipient's cost, throughout its use by Recipient. Equipment funded by the Award should display a label or plaque indicating that it was purchased with funding from the Society.
5. Equipment funded by the Award is required to be used specifically for the purposes of the Research. The equipment must be used primarily for the Research during the lifetime of the Award.
6. The Society will not pay any access charges for use of equipment funded by a MS Society award.
7. If any equipment funded under the Award is lost, damaged or destroyed during the life of the Award, the Recipient will be required to repair or replace it at its cost.

## **9. Publication and publicity**

1. The Recipient and the Principal Award Holder must consult with the Society before the Recipient, Principal Award Holder or other Research Personnel

- make any comment in the press or issue any press statements or other publicity material about the Award or the Research or the findings or outcome of the Research.
2. The Society requires the publication and dissemination of the results of the Research, even where the results prove negative or inconclusive, in accordance with the Society's Public Access to Research Policy for Award Recipients (section 5) and this clause 9.
  3. However, the Society requires that, before publication or dissemination of any results of the Research:
    1. the results to be reported/disseminated undergoes the Recipient's normal procedures (including peer review) for ensuring the validity of the results and the suitability of the results for publication/dissemination;
    2. the Recipient shall provide the Society with a copy of any publication or oral or poster presentation reporting results of the Research so that, if appropriate in order to permit steps to be taken to protect Arising Intellectual Property, the Society may require the alteration or delay of publication or presentation for a reasonable period of not exceeding three months. Where material is to be submitted for publication by a peer reviewed journal or equivalent, the Recipient shall provide the Society with a copy of the material at least thirty (30) days before submission. Where material is to be reported in an oral or poster presentation, the Recipient shall provide the Society with a copy of the material at least thirty (30) days before the date of presentation.
  4. To assist the Society in monitoring the outputs of the Research, the Society's contribution must be acknowledged in all publications and presentations reporting the results of the Research.
  5. The obligations of this clause 9 shall remain in force and effective after the completion of the Research, the expiry of the Award Period or the earlier termination of the Award.
  6. The Recipient acknowledges studies involving human subjects represent a special case, especially if the publication, either in print or electronic format, of the results of such studies enables individuals (the subjects of the study or others) to gain knowledge about their personal condition which they otherwise would not have had. The Recipient agrees that, where any part of the Research is a clinical study, this matter must be addressed in the study protocol and any other safeguards discussed/agreed with the relevant research ethics committee before the results of that study are published/disseminated.
  7. Where the Research includes a clinical study, the Recipient shall ensure the Award Holders consider whether a mechanism is needed for human subjects to be made aware of the results and the implications for them personally before publication/dissemination of those results (e.g. by communication with their GP or the consultant entering them into the study, with a clear indication of their responsibility for communicating to the patient, would be deemed to be sufficient). If such a mechanism is put in place, there must also be procedures for dealing with any consequences arising from its use.
  8. Award Holders should ensure that they report animal-based studies conducted under the Research in accordance with the [ARRIVE guidelines](#)

as far as possible, taking into account the specific editorial policies of the journal concerned.

9. Award Holders can publish a wide range of outputs (from standard research articles to data sets, from new insights to confirmatory or negative results) through [AMRC Open Research](#). The Society expects that Award Holders will publish results of the Research either via a traditional publication or through AMRC Open Research within twelve months of the end date of the Award.

## 10. Public Involvement

1. The Recipient shall, and shall ensure that the Principal Award Holder and other Research Personnel, fully co-operate with the Society's public involvement programme.

## 11. Intellectual Property Rights and Commercial Activities

1. The Recipient shall develop and implement strategies and procedures for the identification, protection, management and exploitation of Arising Intellectual Property. The Recipient shall ensure such strategies and procedure are consistent with, and enable fulfilment of, the Society's Intellectual Property Policy for Award Recipients and this clause 11.
2. The Recipient shall ensure that all Research Personnel are employed or retained by the Recipient on terms that vest in the Recipient all Arising Intellectual Property.
3. The Recipient hereby grants the Society an irrevocable, non-exclusive, sub-licensable, royalty free licence to
  1. non-confidential information included in Progress Reports for the Society's promotional and fund-raising activities; and
  2. the Arising Intellectual Property only for the purpose of
    1. teaching; and
    2. non-commercial activities, including research into clinical patient care, that is partly or fully funded by the Society and to license academic institutions for these purposes.

For the avoidance of doubt, this licence will remain in effect for the duration of the Arising Intellectual Property notwithstanding the expiry or earlier termination of the Award.

4. The Recipient shall promptly disclose the Arising Intellectual Property to the Society and consult with the Society to decide whether the protection, management and exploitation of such Arising Intellectual Property is an appropriate means of achieving the public benefit.
5. The Recipient must obtain the prior written consent of the Society before using, or authorising the use of, the Arising Intellectual Property for any commercial purpose. The Society is not obliged to grant consent, however this will not be unreasonably withheld or delayed, and any consent given will be conditional upon the Recipient, as a minimum:
  1. undertaking to adhere to a reasonable commercial strategy, approved by the Society, for the protection, management and exploitation of the relevant Arising Intellectual Property;
  2. paying the Society a reasonable proportion of any revenue realised from any such commercial use determined in accordance with the Society's Revenue Sharing Policy for Award Recipients;
  3. ensuring the agreement granting rights to use Arising Intellectual Property for commercial purposes does not prevent Recipient from

- complying with any of the Award Conditions, including not conflicting with the rights granted to the Society under the Award Conditions;
4. ensuring any such agreement requires the commercial rights holder to proceed diligently and in good faith to develop and commercially exploit the Arising Intellectual Property, including where applicable for the benefit of individuals living with MS;
  5. requiring the commercial rights holder to provide Recipient with written reports (at least annually) describing all past, current and projected activities taken or to be taken by the rights holder to develop and commercially exploit the Arising Intellectual Property, including where applicable for the benefit of individuals living with MS;
  6. ensuring any such agreement permits Recipient to share such agreement and reports (under confidential cover) with the Society; and
  7. entering into a separate agreement with the Society that sets out the Recipient's acceptance of conditions associated with the Society's consent.
6. If the Recipient does not wish to protect, manage or exploit any Arising Intellectual Property or if the Recipient fails to comply with the agreed strategy for the protection, management or exploitation of the Arising Intellectual Property, the Society may (at its sole discretion) require the Recipient to:
1. take immediate steps to protect the Arising Intellectual Property at the Society's expense; or
  2. if the Society wishes to assume the responsibility for the protection, management or exploitation of the Arising Intellectual Property, immediately transfer the Arising Intellectual Property to the Society.
7. Where the Charity requires that Arising Intellectual Property is transferred pursuant to clause 6.1.2:
1. the Recipient agrees to do, and will ensure that the Research Personnel and any third party acting on its behalf do, all acts required to assist the Society in the protection and exploitation of the Arising Intellectual Property; and
  2. the revenue sharing provisions set out in clause 5.2 will be modified *mutatis mutandis*.
8. If the Recipient wishes to use any third party to carry out its obligations with respect to this clause 11, then it must provide details of the proposed third party to the Society and obtain the Society's prior written approval. The Recipient shall ensure any such approved third party undertakes such obligations in compliance with the Award Conditions, including this clause 11.

## 12. Limitation of liability

1. The Society accepts no responsibility, financial or otherwise, for expenditure (or liabilities arising out of such expenditure) or liabilities arising out of the Research.
2. The Society will not indemnify the Recipient, any Award Holder or any other Research Personnel against any claims for compensation or against any other claims (whether under any statute or regulation or at common

- law) for which the Recipient may be liable as an employer or otherwise or for which any such person may be liable.
3. The Recipient shall ensure that it has adequate and sufficient insurance in place to cover any liabilities arising out of or in connection with the Research and shall, at the request of the Society, provide evidence of payment of premiums.

### **13. Termination**

1. The Society reserves the right to terminate the Award without notice; however, where the Society believes a delay to termination will not damage its reputation or harm or adversely affect any individual involved in the Research, the Society shall endeavour to give at least thirty (30) days prior notice.
2. In the event of early termination, the Recipient shall promptly return to the Society any part of the Award that has not been expended or otherwise irrevocably allocated as at the date of termination.

### **14. Entire Agreement, Variation and Conflict**

1. These Award Conditions together with the Award Letter and the Policies constitute the entire agreement between the parties with respect to its subject matter and shall have effect to the exclusion of any other representation, memorandum, agreement or understanding of any kind between the parties preceding the date of the Award Letter and relating to the Award or the Research.
2. The Society may amend these Award Conditions, the Policies and the Award Letter at any time. Any amendment will be notified to the Recipient directly.
3. In the event of any conflict between the provisions of the Award Letter, these Award Conditions or the Policies as amended from time to time, the provisions of the Award Letter will take precedence over the Award Conditions and the Policies, and the Award Conditions will take precedence over the Policies.

### **15. Governing Law and Jurisdiction**

1. These Award Conditions, the Award Letter and the Policies shall be governed by and construed in accordance with English law. The parties irrevocably submit to the jurisdiction of the English courts to settle any disputes arising out of or in connection with the Award, including arising out of or in connection with these Award Conditions, the Award Letter and/or the Policies.

## 2. Multiple Sclerosis Society Administration of Research Grants Policy for Award Recipients

The Recipient must comply, and must ensure that the Award Holders and other Research Personnel are made aware of and comply, with this Policy

### 1. Introduction

1. The Recipient must ensure that financial claims, progress reporting and other administrative aspects of the Award are dealt with in accordance with the Award Conditions and this Policy.

### 2. Acceptance of Award

1. The Recipient must submit a countersigned Award Letter within 30 days from the day of the Award Letter.

### 3. Commencement of Award

1. An Award must commence on the first day of a calendar month.
2. Recipients must submit a completed Commencement Notice and a Details of Staff Form(s) once the start date is known.
3. Awards cannot commence until the Society has received the countersigned Award Letter, Commencement Notice and Details of Staff Form(s).

### 4. Reimbursement of research costs

1. Recipients must invoice the Society in arrears after each quarter following the Award start date (i.e. not calendar quarters but quarters of the grant-year) for the reimbursement of research costs. Invoices should detail expenditure and quote the Award reference number found on the Award Letter.
2. The Society will not consider invoices that span the Award anniversary date (i.e. claim for multiple grant years). Costs incurred outside of the Award period as stated in the approved programme of research will not be considered.
3. Research invoices must be submitted to the Society no later than one month after the quarter end period. Reimbursement will not be considered after this time, unless otherwise agreed with the Society.
4. All invoices should be in respect of actual expenditure incurred during the corresponding quarter and made in accordance with the funds approved in the Award letter.
5. All invoices must clearly state the total amount requested for salaries (or student stipends, when applicable) and non-salaries. In addition invoices must be broken down into the following categories (only those applicable): consumables, equipment, animals, conference, human tissue, studentship fees.
6. Apprenticeship Levy will not be claimable.
7. Full details and a copy invoice must be provided for all items of equipment and also for non-salary reimbursement and single items costing £1,000 or more.
8. The amount that can be claimed and reimbursed for the first 12 months of the Award must not exceed that stated in the year 1 budget of the approved programme of research.
9. The balance remaining at the end of each year will be carried forward to the following year. However, the amount that can be claimed must not

exceed that stated in the approved programme of research for that year plus the unspent balance from previous year(s).

10. Recipients must submit the final invoice within 3 months from the scheduled end of the Award period, stating this is the Final Invoice. Payment will not be made by the Society for claims submitted after this date.
11. Upon payment of the final invoice the Award will be closed and the Society will not consider any further claims.
12. Recipients must respond to any queries raised by the Society within two weeks, otherwise the Society will settle and process the invoice as it reasonably sees fit.
13. Recipients agree to reimburse the Society for any amounts paid by the Society that exceed that stated in the approved programme of research or where payments have not been used in accordance with the Award Conditions. The Society reserves the right to recover such sums by offsetting them against any other sums owed to the Recipient.

## **5. Salary Costs**

1. The Society will reimburse actual salary costs up to the salary level as stated in the approved programme of research. If the Recipient appoints staff at a higher salary level the Recipient must cover the additional cost.

## **6. Award Extension Requests**

1. The Society will consider a no cost extension request from the Recipient of an Award. Requests must be made in writing to the Society providing a detailed justification for the extension which may be subject to review by the relevant Grant Review Panel.  
The Society will not increase the amount of an Award, unless in exceptional circumstances. Such requests will be subject to review by the relevant Grant Review Panel and may require approval from the Society's Board of Trustees.

## **7. Virements of Funds Requests**

1. The Society will consider a request for virements of funds as per the approved budget for the Award. These virements may include: a) changes in spending within budget categories; b) changes in spending across budget categories; c) changes in spending across years, both within and across budget categories. Requests must be made in writing providing a detailed justification for the virement and may be subject to review by the relevant Grant Review Panel.
2. Requests for virements of funds must be submitted in a timely manner before the end date of the award and before the costs for these categories have occurred. The MS Society will not consider any virements of funds once the award period has ended.
3. Funds vired across or within categories must comply with the financial criteria for eligible and ineligible costs, as detailed in the applicant guidance. Any ineligible costs that are seen by the applicant as direct costs for the projects must be requested with a full and detailed justification and may be subject to review by the relevant Grant Review Panel.

## **8. Transfer of an Award**

1. The Recipient must immediately notify the Society if the Principal Award Holder transfers to a different Institution.
2. If the Award Holder transfers to an institution that is eligible to receive funding from the Society and is able to support the programme of research covered by the Award the Society would normally transfer the Award to the new institution. This may be subject to review by the relevant Society Grant Review Panel and will be subject to written agreement from the Award Holder, the original Recipient and the intended new Recipient. Any costs involved in the transfer must be met by the new Recipient.
3. Approval and confirmation of the transfer of an Award to a new Recipient is dependent on:
  1. Confirmation of the remaining salaries and non-salaries budget from both the Society and the institution from which the Award is being transferred;
  2. All outstanding costs in relation to the Award have been invoiced to the Society. No further invoices from the Institution from which the Award is being transferred will be considered once this has been confirmed by all parties and a confirmation letter has been issued
4. If the Award is not transferred, or if the Award Holder does not wish to transfer the Award, a request that the Award remains with the current Recipient can be made. Requests must be made in writing providing a detailed justification and may be subject to review by the relevant Society Grant Review Panel.

## **9. Suspension or Termination of an Award**

1. The Society will consider a request to temporarily suspend an Award. Requests must be made in writing providing a detailed justification and may be subject to review by the relevant Society Grant Review Panel.
2. The Recipient must immediately notify the Society if the Research is terminated before the expiry of the Award.
3. Full justification, a Final Report and a final invoice must be submitted to the Society as soon as reasonably possible and within 90 days after the termination.
4. The Society will consider recompensing any eligible cost commitments made prior to the termination of the Research which cannot be avoided or cancelled.

## **10. Progress Reports**

1. Awards of greater than one year in duration are subject to annual renewal. Funding for subsequent years will be dependent on submission and satisfactory review of an Annual Report.
2. At the end of an Award the payment of a final invoice is dependent on submission of a satisfactory Final Report.
3. The Society will provide an Annual Report and/or Final Report template and guidance notes. The Award Holder must submit an electronic version of the completed report within 90 days of the Award anniversary date.

### 3. Multiple Sclerosis Society Intellectual Property (IP) Policy for Award Recipients

The Recipient must comply, and must ensure that the Award Holders and other Research Personnel are made aware of and comply, with this Policy.

#### 1. Background

1. This Intellectual Property (IP) Policy document sets out principles that the Society will be guided by when considering questions that arise in relation to intellectual property and research matters. It should be read in conjunction with:
  1. the Society's Award Conditions; and
  2. the Society's research strategy
2. The Society may choose to deviate from the terms of this IP Policy in appropriate circumstances.
3. The Society may also choose to refer questions relating to the terms of this IP Policy for consideration by the Society's Intellectual Property Advisory Group. The members of this Group are experienced practitioners in the intellectual property field. This Group has been formed in order to offer advice and guidance to the Society on issues relating to research-generated intellectual property and associated research activities. It should be noted that this Group's role is advisory. In all cases, the final decision will rest with the Society.

#### 2. Key Priorities

1. The Society funds and promotes research into finding the causes of, and effective therapies for, MS and into improving care and services for people affected by MS.
2. The Society encourages the early identification and protection of intellectual property rights arising from research funded by the Society. These rights are of fundamental importance to the Society in pursuing the Society's strategic aims by:
  1. providing protection for the results of research which in turn allows for the wider dissemination of the results and the development of discoveries, with the primary aim of benefitting people affected by MS;
  2. allowing the Society to share in the revenues that may arise from the commercial exploitation of results of the research and so making more funds available to the Society to further develop its research programme, to the ultimate benefit of people affected by MS.

#### 3. Intellectual Property

1. The Society recognises that, as a charity with a focus on research, it is not best placed to arrange for, or to oversee, the commercialisation of the results of research funded by the Society. Therefore, the Society acknowledges that it will normally be appropriate for intellectual property arising from such results to be owned by the institution that receives the Society's funding.
2. In order to further the Society's aims it is expected that the recipients of funding or support from the Society take steps in line with the terms and objectives of this Policy to further develop or to disseminate the results of research.

3. The Society acknowledges and accepts that the development or dissemination of the results of research may include commercialising the results or making the results, other data or materials available for use by other researchers whether by commercial licence, research collaboration, material transfer agreement or otherwise.
4. The Society will consider any request to support plans for development or dissemination in the light of the Society's strategic aims and in the light of the detail of the proposed plan.

#### **4. Generation, Ownership, Protection and Commercialisation of IP**

1. The Society is prepared to consider applications led by clinical and/or academic institutions to fund or support:
  1. new research projects; or
  2. research that is designed to further existing research projects; or
  3. research that is designed to develop existing intellectual property with the aim of promoting its commercialisation; or
  4. research that may involve collaboration with industry and is designed to further develop intellectual property that has already been commercialised.
2. However, the Society will not provide any funding or other support of any nature unless the recipient has obtained the written authorisation of the owner of any and all intellectual property rights that will be used in the course of the proposed research.
3. In return for providing funding and supporting the research, the Society will require the recipient to do all of the following:
  1. ensure that any intellectual property arising out of the research, including research results and data as well as inventions, databases, copyright material and other intellectual property rights, is all properly protected;
  2. obtain ownership of all of the intellectual property arising out of the research, including research results and data as well as inventions, databases, research materials, copyright material and other intellectual property rights or that the institution concerned deals with the intellectual property as dictated by the funding terms;
  3. diligently explore and pursue all avenues for the commercialisation of the intellectual property and other results or materials arising from the research. The dual purpose being to promote the Society's strategic aims by developing or disseminating the intellectual property and other results or materials and to provide the Society a reasonable share of any financial return;
  4. consult with the Society over, and obtain the Society's approval of, proposed development, commercialisation or dissemination transactions and strategies;
  5. take steps to ensure that any medicines or other developments that arise from research funded by the Society will benefit people affected by MS; and
  6. consult with the Society to assess whether it is more appropriate to achieve the aims of the Society by making the results of the research freely available for further research use or for development.
4. Where the Society provides funding under its usual terms, the Society has the right to provide consent before any commercialisation opportunities

are exploited. The Society will consider the following factors when deciding whether to give consent:

1. the extent of the risk to the Society's assets and reputation or otherwise and the extent to which the Society has been or can be shielded from such risks;
2. the extent of the potential benefit to be gained from the commercialisation both in terms of the fulfilment of the Society's strategic aims and financial return;
3. the extent to which the proposed opportunity furthers the strategic aims of the Society or hampers the conduct of further research.

## **5. Relations with Industry**

1. The Society recognises the added value that those in industry or the commercial field can bring to research projects or Society initiatives. Therefore, the Society may consider applications for support that include elements of collaboration with industrial or commercial partners.
2. The Society's priorities will be to ensure that:
  1. the terms of the proposed collaboration do not form or suggest an inappropriate relationship between the Society and the collaborators;
  2. neither the collaboration itself nor the proposed parties to the collaboration are likely to damage the reputation of the Society, whether directly, by association or otherwise;
  3. the terms of the proposed collaboration do not unduly restrict the future use or dissemination of the research output or any intellectual property contributed by the Society or by those supported by the Society;
  4. the terms of the proposed collaboration provide for a reasonable level of recognition (whether financial or otherwise) for the Society's support.
3. The Society realises the benefit of, and therefore has no objection to, an individual researcher who is receiving support or funding from the Society performing personal consultancy work for commercial enterprises provided that such work does not:
  1. breach any confidentiality provisions;
  2. exploit research results or intellectual property that have been created or obtained with the support of the Society; or
  3. give the commercial enterprise any direct or indirect access to, or rights over, any research results or intellectual property that have been created or obtained with the support of the Society; or
  4. damage the reputation of the Society, whether directly, by association or otherwise.

## **6. Relations with other partners**

1. The Society encourages close relations with both individual researchers and with their host institutions who receive research funding from the Society and with others who are collaborating with the Society.
2. The Society is keen to promote a free and frequent flow of information between the Society and the recipients of funding. The Society's funding terms set out detailed reporting requirements, but the Society may request informal reports in addition to the regular Annual Reports and the Final Report that are required by the Society's funding terms.

3. In any research or other collaboration with the public sector, other charities or academic institutions, the Society's priorities will be to ensure that:
  1. the terms of the proposed collaboration do not unduly restrict the future use or dissemination of the research output or any intellectual property contributed by the Society or by those supported by the Society;
  2. neither the collaboration itself nor the proposed parties to the collaboration are likely to damage the reputation of the Society, whether directly, by association or otherwise;
  3. the terms of the proposed collaboration provide for a reasonable level of recognition (whether in the context of academic publication, other publicity, financial return or otherwise) for the Society's support.

## **7. Risk Management**

1. The Society has limited resources and it is a priority for the Society to ensure that they are best deployed for the benefit of people affected by MS. In particular, and in return for providing funding and support, the Society will require the recipient to do all of the following:
  1. to perform adequate background investigations to avoid any conflicts of ownership or obligation;
  2. to exercise reasonable supervision of the research;
  3. to ensure that the Society has the benefit of any contractual protection (including limitations of liability and insurance protection) that the recipient negotiates or has the benefit of as part of any commercialisation arrangements.

## **8. Publicity, Branding and Reputation**

1. As a charity reliant on donations, it is of crucial importance that the Society retains as high a profile as possible and that the Society's reputation and good name is not harmed.
2. The recipient must ensure that the conduct of the researchers is always of the highest standards and that the conduct of the recipient and the researchers is not such that it might or does harm the Society's reputation.
3. The Society requests that the recipient acknowledges the support of the Society wherever possible and whether by acknowledging the financial support of the Society in purchasing equipment or by acknowledging the Society's support in publications or other publicity. The Society also expects that individual researchers who receive support from the Society will participate in the Society's various initiatives to raise the profile of research.
4. The Society will normally grant permission to the recipient of funding or support from the Society permitting the recipient to make use of the Society's brand and logo but this permission will only be granted under strict conditions.
5. The Society will provide the recipient with the Society's style and branding guidelines and requests that the recipient adheres to these guidelines at all times.

## 4. Multiple Sclerosis Society Revenue Sharing Policy for Award Recipients

The Recipient must comply, and must ensure that the Award Holders and other Research Personnel are made aware of and comply, with this Policy.

### 1. Background

1. The Society needs to ensure that it receives a fair return of revenue arising from commercial exploitation of Society-funded research. The Society acknowledges that certain costs associated with such research (e.g. Directly Allocated Costs and Indirect Costs) are expected to be funded by the institution and that such costs are usually commensurate with the funding provided by the Society. Therefore, where the Society is the sole external funder, the Society's policy is that the exploiting institution and the Society should share net revenue evenly.
2. In order to calculate the net revenue to be shared between parties, the direct costs of exploitation and institution's technology transfer office (TTO) fees (if any) need to be identified and deducted from gross revenues.

### 2. Direct Costs of exploitation

1. The Society's policy is that these costs include initial patent filings, legal costs, travel and other items associated with the verification and granting of intellectual property rights. As a general rule only costs which directly relate to the external service provided or are in addition to normal business operating costs, are allowed.

### 3. Technology transfer fees

1. The Society's policy is that, as an exception, a 5% - 10% translation fee (after deducting Direct Costs) may be applied across the board in respect of technology transfer fees.
2. Where a higher percentage fee is sought by the exploiting institution, the onus will be on the institution to demonstrate why a higher fee is warranted.
3. One justification for an increase in fee level may be that a relevant service cost has been absorbed by the TTO other than those already deducted as Direct Costs.
4. Equally, if a TTO can show that additional value has been added to the service it provides, above and beyond that which would normally transpire as part of a technology transfer, this added value may warrant a different fee.
5. It is important to note however that normal internal costs (including indirect costs) may not be allowed as a justification for a higher fee, as these are the normal operational costs for the business and are likely to be incurred even if there were no exploitation activities.
6. It is also important to note that any translation fee agreed by the Society is an exception to the expectation that the exploiting institution and the Society will share net revenue equally. Therefore, if a separate translation fee is not applied/agreed, this will not affect the share of net revenues set out below.

#### 4. Society is sole external funder

1. Where the sole external funder of the research output being commercially exploited is the Society, the Society's policy is that net revenues (i.e. gross revenues after deduction of direct costs and technology transfer fee) be shared as set out in the table below:

Cumulative net revenues	Technology transfer fee (exception)	Share of net revenues
£0-100,000	10%	50% Society, 50% Institution
£100,001+	5%	50% Society, 50% Institution

#### 5. Society is not sole external funder

1. Most research that leads to exploitable output will have been funded by more than one external funder. In these cases, it is the responsibility of the exploiting institution to identify the inventive contribution of the inventors and the proportionate funding contributions of the various external funders and provide the Society with reasonable evidence of such calculations.
2. The Society's policy is that total gross revenue (following deduction of Direct Costs only) shall be multiplied by proportionate external funding contribution of the Society to produce the amount of revenue attributable to the Society's funding and that such amount shall be shared with the Society (following deduction of the technology transfer fee) as set out in the table below:

Cumulative net revenues attributable to Society funding	Technology transfer fee (exception)	Share of net revenues attributable to net revenues
£0-100,000	10%	50% Society, 50% Institution
£100,001+	5%	50% Society, 50% Institution

#### 6. Sharing revenues with Researchers

1. The Society acknowledges that researchers who contributed to the development of the research output being commercially exploited should be rewarded in accordance with the institution's policies and procedures.
2. The Society's policy is that any such reward should be solely paid from the institution's share of net revenues and not deducted before the Society's share of revenues is calculated.

#### 7. Equity

1. Where exploitation revenues include rights to take equity, this should be shared between the Society and the institution in accordance with the calculations set out above.

## 5. Multiple Sclerosis Society Public Access to Research Policy for Award Recipients

The Recipient must comply, and ensure that the Award Holders and others Research Personnel are made aware of and comply, with this Policy.

### 1. Introduction

1. The MS Society is committed to open and unrestricted access to results of MS Society funded research. We believe the publication of results in open access journals allows the outputs from our funded research to be publicly available– not just to other researchers, but also to potential users in business, charitable and public sectors, and to the general public.
2. This policy applies to all peer-reviewed, primary research publications that are supported in whole or in part by MS Society funding.

### 2. Background

1. Open Access publication
  1. An open access publication is one that can be read and downloaded for free and in full via an online repository, by anyone with internet access.
2. PubMed Central (PMC) and PubMed
  1. PMC is an online repository of biomedical and life sciences journal publications.
3. Europe PubMed Central (Europe PMC)
  1. Europe PMC is an online searchable archive of biomedical and life sciences journal articles providing free access to full-text peer-reviewed research publications to anyone with internet access. Europe PMC is linked to PMC
  2. Europe PMC is useful for evaluating research outcomes. It contains information on all grants and Principal Investigators funded by the Europe PMC Funders' Group.
  3. The Europe PMC Grant Reporting Service allows for easy tracking of publications to research grants, which can help individual researchers and funding organisations to determine and demonstrate research outcomes.
  4. Europe PMC is funded by UK and European biomedical research funders
  5. The MS Society is a member of the Europe PMC Funders' Group.
4. AMRC Open Research
  1. AMRC Open Research is a new publishing platform developed through a collaboration between 23 members of the [Association of Medical Research Charities](#) (AMRC).
  2. The platform allows researchers funded by the participating charities to rapidly publish all research outputs supported by the underlying data, including confirmatory, replication and negative result studies. AMRC Open Research will follow an open access model allowing immediate publication with open, invited peer review and post review indexing in standard global scientific databases.
  3. The key criteria for publication are:

2. At least 1 author on the research article must be formally affiliated (i.e. named as an applicant or staff) with a Society funded research Award.
3. Current and past award holders are eligible to publish research which arises from their Society funding.
4. Society-funded PhD students are welcome to publish on their own provided their supervisor endorses the paper prior to publication.
4. For more information please go to the [AMRC Open Research website](#).

### 3. Open/Public Access Author Requirements

1. It is a condition of grant award that peer reviewed research papers resulting from research funded, in whole or in part, by the MS Society are published in an Open Access environment and made available through Europe PMC.
2. Such papers must become Open Access as soon as possible following publication, and in all cases within 6 months of the publication date.
3. Where authors are required to pay an open access fee, the MS Society regrettably cannot cover these costs. In certain circumstances systematic reviews may be excluded from this policy, subject to satisfactory justification.
4. Studies involving human subjects represent a special case, especially if the publication, either in print or electronic format, of the results enables individuals (the subjects or others) to gain knowledge about their personal condition which they otherwise would not have had. In any clinical study where this is possible the matter must be addressed in the protocol and discussed with a research ethics committee.
5. The Award Holder must consider whether a mechanism is needed for human subjects to be made aware of the results and the implications for them personally before publication (communication with their GP or the consultant entering them into the trial, with a clear indication of their responsibility for communicating to the patient, would be deemed to be sufficient). If such a mechanism is put in place, there must also be procedures for dealing with any consequences arising from its use.
6. Award Holders should ensure that they report animal-based studies in accordance with the [ARRIVE guidelines](#) as far as possible, taking into account the specific editorial policies of the journal concerned.

### 4. Compliance

1. An author can comply with the requirement that MS Society-funded research is made freely accessible in two ways:
  1. Via Europe PMC/PMC, by:
    1. publishing in a journal that automatically deposits all final published articles in PubMed Central without author involvement. Articles will either be made available as open access on date of publication or after an embargo period. An expectable embargo period being 6 months.
    2. depositing a copy of the final, peer reviewed manuscript in Europe PMC. In cases where a manuscript is deposited, the paper must be made freely available as soon as possible or within 6 months of the publication data. An author manuscript

submission system is available on the Europe PMC website for researchers to self-archive papers.

3. In order to self-archive authors must ensure certain rights are reserved in any agreement with the publisher. Specifically, authors will need the right to deposit peer-reviewed manuscripts in Europe PMC immediately upon its acceptance for publication and to make it publicly available within 6 months after publication.
2. via AMRC Open Research, by:
  1. Award holders can publish a wide range of outputs (from standard research articles to data sets, from new insights to confirmatory or negative results) through AMRC Open Research. The Society expects that Award holders will publish either via a traditional publication or through AMRC Open Research within twelve months of the end date of the Award.
  2. Authors must acknowledge MS Society's support in every article arising from MS Society funding. The acknowledgement statement must include the MS Society grant award reference number. This will enable MS Society to link the published outputs of research to the support it has provided.
  3. Example acknowledgement:

*'This work was supported by the Multiple Sclerosis Society in the UK, grant reference [xxx].'*

## 5. Non-compliance

1. In exceptional circumstances authors can publish in journals that are non-compliant with the MS Society's open access policy if it is considered to be the most appropriate journal to publish in.
2. In the event that authors decide to publish in a journal that is not compliant with the MS Society's open access policy, authors should notify the MS Society of this when a manuscript is submitted, providing justification for the decision.

**We're the MS Society.** Our community is here for you through the highs, lows and everything in between. We understand what life's like with MS.

Together, we are strong enough to stop MS.

[mssociety.org.uk](http://mssociety.org.uk)



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▶ Let's stop MS together

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